

AGREEMENT

SOFT DRINK WORKERS

**Chicago & Kankakee Facilities
Inside & Outside Employees**

Between

PEPSI BEVERAGES COMPANY

And

**Teamsters Local Union 727
affiliated with the International
Brotherhood of Teamsters**

Union's First Proposal

Teamsters Local 727 retains the right to amend, modify, add to, change, or remove its proposals at any time.

April 29, 2016 through April 28, 2019

Table of Contents- To be inserted once agreement is finalized

SOFT DRINK WORKERS AGREEMENT
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This Memorandum Agreement, entered into this 29th day of April, 2016, by and between PEPSI BEVERAGES COMPANY (hereinafter called the "Employer") and its respective successors, administrators, executors and legal representatives and Auto Livery Chauffeurs, Embalmers, Funeral Directors, Apprentices, Ambulance Drivers and Helpers, Taxicab Drivers, Miscellaneous Garage Employees, Car Washers, Greasers, Polishers and Wash Rack Attendants, Motion Picture, Theatrical, Exposition, Convention and Trade Show Employees, Pharmacists, Bus Drivers, Parking Lot Attendants and Hikers, Hotel Industry and Racetrack Industry Employees, Newspaper, Magazine, Periodical Salesmen, Drivers, Division Men, District Managers, Checkers, Vendors and Handlers, and Electronic Media Workers Chicago and Vicinity, Illinois Local No. 727, an affiliate of the International Brotherhood of Teamsters ("the Union").

WHEREAS, it is the intent and purpose of this Agreement to promote and improve industrial relations between the Employer and its employees; aid toward the economical and profitable operation of the plant; make reasonable provisions for the safety and health of the employees; accomplish and maintain the highest efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; set forth the agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the Parties to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - UNAUTHORIZED STRIKE

- 1.1 The Union agrees that there shall be no strike, slow-down, or cessation of work and the Employer agrees there shall be no lock-out during the time of this understanding.
- 1.2 Should there be an unauthorized strike, slow-down, walk-out, or other unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts from its members, and the Union shall undertake every reasonable means to induce the employees to immediately return to their jobs. In the event of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Employer shall have the sole and exclusive right to discipline or discharge the employees who participate in such an event.
- 1.3 No employee covered by this Agreement shall be required to go through a picket line when the picket line is approved by Teamsters' Joint Council No. 25.

ARTICLE 2 – RECOGNITION

Language (except for Section 2.1) pulled from Inside Chicago Contract

- 2.1 General.** The Employer hereby recognizes the Union as the exclusive bargaining agent with respect to wages, hours and other conditions of employment for all production, warehouse, MEM employees, Regular Route Driver Salesmen, Special Events Employees, Express Drivers, Transport Drivers, Pre-sell Driver/Merchandisers, Full Service Drivers, Food Service Drivers, On-Premise Utility Drivers, Swingmen, Relief Driver Trainers and Merchandisers, Kankakee Field Service Technicians in the Employer's plants, Illinois franchise and territory, and any other employees previously covered by the April 29, 2012 to April 28, 2016 Chicago and Kankakee Inside Collective Bargaining Agreements ("Inside Employees") and Chicago and Kankakee Outside Collective Bargaining Agreements ("Outside Employees"), but excluding however, all office, clerical, administrative and professional employees, process control employees, checkers and supervisory employees with authority to hire, discharge, discipline or change the status of an employee or effectively recommend such action, and all employees presently represented by other labor organizations.
- 2.2 Individual Agreements.** The Employer will bargain with no other union with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.
- 2.3** This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event the entire operation is sold, leased, transferred, consolidated, merged or taken over by sale, transfer, lease, assignment, consolidation, merger, receivership or bankruptcy proceedings, such operation shall continue to be subject to the extent applicable to the terms and conditions of this Agreement for the life thereof.

ARTICLE 3 - CONFLICT WITH LAW

Language pulled from the Chicago Contracts

It is the intent of the Parties to this Agreement that its provisions be in conformity with applicable federal and state law and regulations issued thereunder. If any provision of this Agreement is found to be in conflict with any such laws or regulations, such provisions shall be void and of no further force and effect but the remainder of the Agreement shall not be affected thereby. The Parties shall meet promptly upon request of either party for the purpose of attempting to negotiate a lawful provision to replace any provision as voided.

ARTICLE 4 - UNION SECURITY AND CHECKOFF

Article 4.4 pulled from Recognition language in all contracts

- 4.1** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, or pay fees in lieu thereof, and those who are not members on the date on which this Agreement is signed shall, on the thirty-

first (31st) day following the date on which this Agreement is signed, become and remain members in good standing in the Union, or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which the Agreement is signed shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union, or pay fees in lieu thereof.

- 4.2 When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees which includes but is not limited to: initiation fees, re-initiation fees, transfer fees, dues in arrears, and uniform assessments, owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this understanding, whichever occurs sooner.
- 4.3 Upon hiring an employee or upon the request of the Union, it shall be the responsibility of the Employer to obtain from the employee a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The Employer will forward the same to the Union by the employee's thirty first (31) day of employment or within thirty (30) days after a request by the Union is made.
- 4.4 **Drive.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. Drive shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employees social security number (last four digits) and the amount deducted from that employees paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employers actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

All Language (except 5.1-5.5) pulled from Inside Chicago Contract. Article 5.2, 5.4 and 11 pulled from Outside Chicago Contract.

- 5.1 **General.** This Article is intended to define the normal hours of work for all employees and shall apply to all employees unless stated otherwise within the Agreement. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of days of work per week or of working schedules.
- 5.2 **Regular Workweek.** The regular work week for all employees, shall consist of forty (40) hours, on consecutive days Monday through Sunday. However, notwithstanding anything to the contrary in this Agreement, the regular work week for all employees hired after December 31, 2007 shall be any five (5), any four (4) and/or any three (3) days Monday through Sunday. Employees scheduled to work a four (4) ten (10) hour day schedule and/or a three (3) twelve

(12) hour day schedule will have at least three (3) consecutive days off during the week. The regular workday shall consist of eight (8) hours of work unless the employee is scheduled to work either a four (4) ten (10) hour day schedule or a three (3) twelve (12) hour day schedule. The workday is exclusive of lunch periods. Employees scheduled to work a three (3) twelve (12) hour day schedule will be paid for forty (40) hours of pay provided the employee actually works the entire schedule. The three (3) twelve (12) hour day schedule will only apply to employees associated with production, including production support employees. Production support employees shall include warehouse employees, lift truck operators (production) and truck hikers.

- 5.3 Regular Workweek Regular Route Driver Salesmen, Express Drivers, Transport Drivers and Pre-sell Driver/ Merchandisers.** The normal workweek for Hourly employees shall consist of forty (40) hours, Monday through Friday, commencing at 12:01 A.M. on Mondays and the normal workday shall consist of eight (8) consecutive hours of work in any twenty-four (24) hour period commencing when the employee starts work or the beginning of his regular shift. The workday is exclusive of lunch periods. The Company may designate the time for the beginning and ending of any shift, it being understood that three (3) eight (8) hour shifts may be scheduled during any twenty-four (24) hour period. The Pre-sell Driver/Merchandiser shall receive the same weekly guarantee provided to Route Salesmen under Article 6. Work schedules shall be posted for bid by employees. Employees at the Chicago facilities shall bid daily. Employees at the Kankakee and Elk Grove facilities shall bid on routes. Swingmen shall bid on routes at both the Chicago and Kankakee facilities before the Relief Driver Trainer.
- 5.4 Work Scheduling for Special Events Employees.** The nature of special events requires working schedules of varying numbers of hours per day and per week and normally requires the performance of work on Saturdays, Sundays and holidays. Accordingly, the Employer shall have the right to schedule special workweeks (differing from the normal Monday through Friday workweek) to include Saturdays, Sundays and holidays as scheduled workdays for which Special Events Employees will receive regular straight-time earnings. The Employer will make every reasonable effort to schedule workweeks for individual employees which consist of five (5) consecutive days within a period of seven (7) calendar days.
- 5.5. Work Schedules for Kankakee Inside Employees.** The normal workweek shall consist of forty (40) hours, Monday through Friday, commencing at 12:01 A.M. on Mondays. The normal workday shall consist of eight (8) consecutive hours of work in any twenty-four (24) hour period commencing when the employee starts work or the beginning of his regular shift. The workday is exclusive of lunch periods.
- 5.6. Overtime.** One and one-half (1 ½) times the regular hourly rates shall be paid for all work performed in excess of eight (8) hours in any one (1) workday for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in any one workday for those employees scheduled to work four (4) ten (10) hour days; in excess of twelve (12) hours in any one workday for those employees scheduled to work three (3) twelve (12) hour days; or thirty-six (36) hours for those employees scheduled to work three (3) twelve (12) hours days

or forty (40) hours for those employees scheduled to work five (5) eight hour days or four (4) ten (10) hour days in any one workweek.

The regular hours of evening or night shifts which extend into the next calendar day will be paid at the straight-time hourly rate of pay. Thus, for example, a night-shift starting after midnight on the calendar day of Monday (Tuesday morning) shall be considered as a Monday start for the purpose of the Monday-through-Friday workweek. Such night-shift start after midnight on the calendar day of Friday (Saturday morning) shall be paid at the straight-time hourly rate for the first eight (8) hours of work for those employees scheduled to work five (5) eight (8) hour days; for the first ten (10) hours of work for those employees scheduled to work four (4) ten (10) hour days; or for the first twelve (12) hours of work for those employees scheduled to work three (3) twelve (12) hour days.

Two (2) times the regular hourly rate of pay shall be paid for all work performed on the second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; any work performed on a Sunday; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days, provided the employee has worked all of the other days that week, and on the holidays enumerated in Article 14, except when such hours are part of the night-shift extending into or commencing on such day. Such night-shift hours extending into the morning of a second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days or holiday will be considered as work performed on the previous day and paid accordingly. Such night-shift hours scheduled to begin in the evening of a second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days or on a holiday will be treated as hours of work on the following day and paid accordingly.

Overtime shall be paid on a daily or a weekly basis, whichever is greater, but not for both. There shall be no pyramiding, compounding or paying twice for overtime or other penalty or premium pay under this or any other provision of this Agreement. If more than one premium, penalty, or overtime rate applies in any case, only the single highest rate shall be paid. An employee called in before his regularly established time for that week shall be guaranteed eight (8) hours of work or pay if scheduled to work a five (5) eight (8) hour day schedule; ten (10) hours of work or pay if scheduled to work a four (4) ten (10) hour day schedule; twelve (12) hours of work or pay if scheduled to work a three (3) twelve (12) hours day schedule from the established starting time in addition to the overtime hours for time worked prior to the established starting time, as provided herein.

The Employer shall post all known overtime or additional work assignments when the Employer posts the weekly schedule. All employees shall be given at least forty-eight (48) hours' notice of overtime or additional work assignments when the Employer is unable to post overtime or additional work assignments with the weekly schedule. The Employer shall post a weekly volunteer list for all overtime and additional work assignments.

Overtime and additional work assignments shall be assigned as follows: (1) The Employer shall first assign overtime and additional work assignments by seniority within the job classification for employees on the volunteer list; (2) then the Employer shall assign overtime and additional work assignments by seniority to qualified employees within the department that signed the volunteer list; (3) then the Employer shall assign overtime and additional work assignments by seniority to any remaining qualified employees that signed the volunteer list; (4) if the volunteer list is exhausted then the Employer shall assign overtime and additional assignments in reverse seniority order to qualified employees within the effected classification(s).

Employees called in for a sixth (6th) day of overtime shall be guaranteed eight (8) hours of work. In no event will an employee be mandated to work longer than two (2) hours beyond his/her regular shift unless he or she volunteers.

5.7 Shift. The regularly established shifts for Inside workers shall be as follows:

- a) **Day Shift:** Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 5:00 a.m. and 11:59 a.m.
- b) **Afternoon Shift:** Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 12:00 noon and 6:59 p.m.
- c) **Night Shift:** Eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) consecutive hours of work for those employees scheduled to work three (3) twelve (12) hour days, exclusive of lunch, starting between 7:00 p.m. and 4:59 a.m.

All hours worked by an employee shall be considered as worked on the shift on which he begins work. There shall be no split shifts.

5.8 Rest Periods and Overtime. Employees shall be allowed two (2) fifteen (15) minute paid rest periods during each workday, as close as possible to the middle of the first four (4) hour and the middle of the second four (4) hour work periods. Employees who are required to work overtime or scheduled for ten (10) or 12 (twelve) hours shall be allowed a ten (10) minute paid rest period during the first two (2) scheduled hours of work, as close to the middle of that period as possible and shall be allowed an additional ten (10) minute paid rest period during the next two (2) scheduled hours of work, as close to the middle of that second two (2) hour period.

ARTICLE 6 - WEEKLY GUARANTEE

Pulled from Inside Chicago contract (except 6.1 and 6.1 (f))

6.1 Guarantee. Any employee who is regularly scheduled and who reports for work and any employee who is notified to report and who does report for work during the regular workweek and continues to be available and willing to work each day of the regular workweek shall be guaranteed a workday and workweek of eight (8) hours per day for those employees scheduled to work five (5) eight (8) hour days; ten (10) hours per day for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hours per day for those Inside employees scheduled to work three (3) twelve (12) hour days and thirty-six (36) hours per week for those Inside employees scheduled to work three (3) twelve (12) hour days or forty (40) hours per week for all other employees scheduled to work five (5) eight (8) hour days or four (4) ten (10) hour days at the appropriate rate for the job classification to which he may be assigned. This section shall not apply:

- a. In the event of power failure, breakdown of utilities, breakdown of equipment, floods, storms, riots, strikes, fires, acts of God which interfere with work being provided, except that employees working on the shift during which such an event occurs shall be guaranteed work, or pay in lieu thereof, for the remainder of the eight (8) hour shift for those employees scheduled to work five (5) eight (8) hour days; ten (10) hour shift for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hour shift for those employees scheduled to work three (3) twelve (12) hour days. Employees assigned to the immediately following shift shall be notified not to report for work by telephone, at the telephone number appearing on their personnel record, at least two (2) hours prior to the starting time of their shift. If such notice to the telephone number of record is not made, such employees shall receive eight (8) hours' work or eight (8) hours' pay in lieu of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) hours' pay in lieu of work for those employees scheduled to work four (4) ten (10) hour days; or twelve (12) hours' pay in lieu of work for those employees scheduled to work three (3) twelve (12) hour days. In the event any of the aforementioned events occur when a shift is not working, employees assigned to the first shift following the event will only be paid for time they work, if any.
- b. In any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension for just cause.
- c. In any case in which an employee has not been scheduled or notified to report for work but who reports for work without call on his own accord.
- d. In any case where an employee is absent so that notice not to report cannot be given him while at work, or through reasonable effort by the Employer.
- e. In any case where an employee fails to report for work after being scheduled to work.
- f. In the event that one of the eight (8) paid holidays occurs or falls during the normal workweek thus reducing the weekly guarantee to four (4) days or thirty-two (32) hours

for those employees scheduled to work five (5) eight (8) hour days; three (3) days or thirty (30) hours for those employees scheduled to work four (4) ten (10) hour days; or two (2) days or twenty-four (24) hours for those employees scheduled to work three (3) twelve (12) hour days.

- g. In any case where an employee refuses to perform the work to which he assigned, provided he is capable of performing the work assigned.
 - h. In any case where an employee is called back to work from a layoff of five (5) days or more, and is scheduled to report on a day other than his normal scheduled starting day; provided, however, that this exception shall be used only three (3) times for an employee during any three (3) month period.
- 6.2 Weekly Guarantee Kankakee Facility.** In addition to the above, all employees shall be guaranteed a five (5) day workweek Monday through Friday inclusive, except where work is not available for the reasons listed in Section 6.1(a)-(h) above.
- 6.3 Hours Not Worked.** Hours paid but not worked shall be considered as time worked in determining daily, weekly or any other forms of overtime. If an event occurs as defined in Article 6.1(a), the employee shall not suffer a loss of overtime pay if the employee would have otherwise qualified for overtime.

ARTICLE 7 –WAGES

WAGES: PRODUCTION AND WAREHOUSE EMPLOYEES

- 7.1. Wage Rates.** The hourly rates of pay for each job classification provided in Appendix A shall become and remain in full force and effect for the term of this Agreement as of the dates specified therein.

A regular employee classified as a Lift Truck Operator, Truck Hiker or Warehouseman/General Plant who has previously held one or both of the other classifications may exercise his seniority to bid on a vacancy in the Lift Truck Operator, Truck Hiker or Warehouseman/General Plant classification he previously held.

Lead Person: When and if the Employer determines the need for any employee to act as a Lead Person in a department such employee shall receive a Lead Person premium of \$1.00 per hour for each hour so assigned over and above the hourly rate for the highest classification he directs in the department. The Employer shall post all lead positions for bid and assign all lead positions by seniority.

- 7.2 Transfer Rate.** An employee of the above who is temporarily assigned by the Employer to a job classification other than his regular job classification shall receive the rate of the temporary assignment or the rate of his regular job classification whichever is the higher for the time spent on the temporary assignment as follows:

- A minimum of 1 hour but less than 2 = 2 hours

- A minimum of 2 hours but less than 4.5 = 4.5 hours
- A minimum of 4.5 hours but less than 8 = 8 hours

All work performed on such temporary assignment in excess of eight (8) hours in any one workday for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in any one workday for those employees scheduled to work four (4) ten (10) hour days; in excess of twelve (12) hours in any one workday for those employees scheduled to work three (3) twelve (12) hour days shall be paid for at one and one-half (1 ½) times the higher rate of pay.

In the event an employee in the classifications Production and Warehouse classifications listed in Appendix A is transferred in lieu of a layoff, he shall be paid the base rate of the job classification to which he is transferred. Such an employee who is permanently transferred and an employee who requests a transfer from one job classification to another shall receive the base rate of the job classification to which he is transferred.

Only employees classified as Sanitizers shall perform sanitation work.

- 7.3 **Transfer- MEM Department to Production Department.** There shall be no involuntary transfer of an employee from the MEM Department to the Production Department.
- 7.4 **Shift Differential.** Employees assigned to and working on the afternoon shift shall receive a differential of 25 cents per hour. Employees assigned to and working on the night shift shall receive a differential of 50 cents per hour. Such shift differential shall be in addition to the rates of pay established in Appendix A and shall be included in the regular hourly rate for the purpose of computing overtime, holiday and vacation pay.
- 7.5 **CDL Premium.** Any employee that has a CDL but works in a position that does not require a CDL by law shall receive a \$1.00 per hour premium in addition to his or her wage rate.
- 7.6 **Job Assignment.** All Inside employees shall bid on job assignments twice per year. Bidding shall occur in March and October of each year.

ARTICLE 8 – WAGES REGULAR ROUTE DRIVER SALESMEN

- 8.1 **Base Pay.** The hourly rate for all former commission employees shall be as provided in Appendix A or the employee's W2 2015 earnings divided by 2,080 increased by ten percent (10%) for each year of the contract, whichever is greater.
- 8.2 No Special Events equipment shall be carried on Route Trucks.
- 8.3 **Minimum Weekly Guarantee.** Regular Route Driver Salesmen shall be governed by the Minimum weekly guarantee provided in Article 6. In the event Regular Route Driver

Salesmen are required to work on an off day (Monday through Sunday) they shall receive two (2) times his/her hourly rate.

8.4 Sunday and Holiday Operations. There shall be no work scheduled for Regular Route Driver Salesmen on Sundays or on the Holidays except as otherwise provided in this Agreement. If a regular Route Driver Salesman works on Sunday as an extra day of work, he will receive two (2) times his/her hourly rate.

8.5 Two Truck Operations. During the regular workweek (Monday through Sunday), a second truck may be used to deliver merchandise on a route if there is a need for extra merchandise. When a second truck is utilized, a Swingman or Merchandiser, if qualified, may drive the truck out to and from the route. He will be paid \$10 per day for such additional assignment. Under all circumstances the Route Driver Salesman and Swingman or Merchandiser will service all accounts together on one truck. Furthermore, one of the trucks must be parked while one truck is being operated. As in the past, each Route Driver Salesman and Swingman or Merchandiser, if assigned, will completely service his/ their assigned route on a daily and weekly basis. Any Driver and/or Swingman or Merchandiser who violates this Section is subject to discipline.

8.6 The Company has the right to designate an employee to be a leadman who will act as a leadman when designated by the Company. The leadman will receive \$1.00 an hour above the regular rate for the job classification. All hourly Rated employees shall be guaranteed a five (5) day or four (4) day workweek, Monday through Friday inclusive (workweek differing from preceding may be established after notifying union), except where work is not available as described in Article 6.1 (a)-(h). An Hourly Rated employee who reports for work for which he was scheduled or assigned may, if no work is available for any reasons other than those specified above, be assigned to other work in any department and shall perform such assignment to the best of his ability for the remainder of the day or week .

8.7 Where an Hourly employee is required to report and does report for work on an off day, he shall be guaranteed a minimum of eight (8) hours work or eight (8) hours pay at the appropriate rate of pay. After the completion of his shift for the day, an employee called back to work shall receive a minimum of two (2) hours pay at the straight-time rate. This section shall not apply when the employee reports to work early and continues working into his normal shift.

ARTICLE 9 WAGES- SWINGMEN AND RELIEF DRIVER TRAINERS

Language pulled from Article 9 of the Outside Employees Kankakee contract.

- 9.1** The scale of compensation and the effective date thereof for Swingmen and Relief Driver Trainers shall be set forth in Appendix A.
- 9.2** Relief Driver Trainers are intended to be available to fill in as needed for other classifications. The Relief Driver Trainer also will be responsible for training new and existing employees. These responsibilities may be subject to change. Management reserves the sole authority to evaluate and follow-up on the training progress of employees.

Vacancies in this classification will be posted and all candidates expressing interest will be interviewed to assess qualifications. The most qualified candidate(s) determined through the interview process will be offered the position. If the qualifications of two (2) or more candidates are equal, seniority shall govern.

- 9.3 Swingmen and Relief Driver Trainers must have a commercial driver's license (CDL), be in uniform, meet the Company's employment standards in all respects and must have the ability to handle cash and charge tickets as well as deal with customers according to established sales policies.

ARTICLE 10 MEM DEPARTMENT

All provisions list below apply to the MEM departmental employees at both the Kankakee and Chicago facilities unless otherwise indicated below.

- 10.1 **Seniority.** Seniority will only apply on a job classification basis within MEM.

Seniority is defined as an employee's length of continuous service from his date of last employment in one of the classifications referred to in Appendix A. In the case of multiple hiring on the same day, seniority shall be assigned alphabetically based upon the employee's surname.

- 10.2 **Classification and Rates.** MEM employees will be paid at the straight-time hourly rates as provided in Appendix A.

After six (6) months of employment a General Labor employee will receive an additional \$.50 per hour. After twelve (12) months of employment a General labor employee will receive an additional \$.50 per hour. After eighteen (18) months of employment a General Labor employee will receive an additional \$.50 per hour. After twenty-four (24) months of employment a General Labor employee will receive an additional \$.50 per hour. After two (2) years of employment, a General Labor employee's name will be added to the bottom of the Shop Serviceman classification seniority list.

A leadman may be assigned, at the Company's discretion, in the Shop Serviceman and Field Service Technician classifications. An employee assigned to be a leadman will receive an additional \$ 1.00 per hour. A leadman is defined as a Field Service Technician or Shop Serviceman who in addition to his normal duties is qualified to train, assist and by management direction assign the work of bargaining unit employees.

A MEM department employee in the General Labor or Shop Serviceman classifications assigned to drive the cartage truck shall receive an additional \$.50 per hour.

If a Shop Serviceman or a Field Service Technician has the State certification in refrigeration (type I or II) he shall receive an additional \$2.00 per hour. MEM employees that are required to have a DOT Medical card shall receive an additional \$1.00 per hour.

MEM Refrigeration Pay. MEM employees receiving Refrigeration Certification prior to August 23, 2012 will be grandfathered with the commensurate pay increase. All MEM employees seeking to obtain their Refrigeration Certification after August 23, 2012 will be subject to Management approval based on business needs. Approvals for Certifications will be based in Seniority order.

Auxiliary Crew: Auxiliary crew is defined as a Field Service Technician who is assigned to work at "prestige" accounts/events. An account is considered a "prestige" account if the contract with the account requires a Field Service Technician on site for each event (e.g., Wrigley Field, United Center, Allstate Arena). Duties include, but are not limited to, repair, installation and replacement of dispensing equipment and coolers. When not required to be at a "prestige" account, auxiliary crew members will perform all normal field service repairman/installation/shop service duties.

When the Company determines that there is a vacancy in the Field Service Technician classification, the most senior qualified Shop Serviceman employee will be assigned to the opening.

A Shop Serviceman employee assigned to work alone in the field as a Field Service Technician shall be paid at the higher rate of pay while performing Field Service Technician duties. After the temporary job assignment, the employee will return to his regular rate of pay.

- 10.3 Hours of Work.** This Section is intended to define the normal hours of work. It shall not be construed as a guarantee of minimum or maximum hours of work per day or per week, or of days of work per week or of working schedules.

One and one-half (1-1/2) times the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one (1) workday for those employees scheduled to work five (5) eight (8) hour days; in excess of ten (10) hours in any one (1) workday for those employees scheduled to work four (4) ten (10) hour days and forty (40) hours in any one workweek (Monday through Sunday) and for work on a holiday. Two (2) times the regular hourly rate of pay shall be paid for all work performed on the second off day worked for those employees scheduled to work five (5) eight (8) hour days; third off day worked for those employees scheduled to work four (4) ten (10) hour days; or fourth off day worked for those employees scheduled to work three (3) twelve (12) hour days, provided the employee has worked all of the other days that week, in any workweek and any of the holidays enumerated. Employees working a four (4) ten (10) hour days or three (3) twelve (12) hour days shall receive an additional ten (10) minute break during the last two hours of said employee's shift.

Chicago MEM Department Employees Only: The Employer shall have the right to schedule flexible workweeks (differing from the normal Monday through Friday workweek) to include Saturdays and Sundays as scheduled workdays for which employees will receive regular straight-time earnings. The regular workweek shall consist of any five (5) consecutive scheduled calendar days for those employees scheduled to work five (5) eight (8) hour days; any four (4) consecutive scheduled calendar days for those employees

scheduled to work four (4) ten (10) hour days. The workday will consist of eight (8) consecutive hours of work for those employees scheduled to work five (5) eight (8) hour days; ten (10) consecutive hours of work for those employees scheduled to work four (4) ten (10) hour days, exclusive of lunch periods.

Kankakee MEM Department Employees Only: In addition to the above, the following provisions shall apply and shall supersede the above provisions in this section where there is a conflict.

- (a) All hourly Rated employees shall be guaranteed a five (5) day or four(4) day workweek, Monday through Friday inclusive (workweek differing from preceding may be established after notifying union), except where work is not available for the reasons outlined in 6.1(a)-(h).
- (b) The normal workweek for hourly employees shall consist of forty (4) hours, Monday through Friday, commencing at 12:01 A.M. on Mondays and the normal workday shall consist of eight (8) consecutive hours of work in any twenty-four (24) hour period commencing when the employee starts work or the beginning of his regular shift. The workday is exclusive of lunch periods.
- (c) The company may designate the time for the beginning and ending of any shift, it being understood that there (3) eight (8) hour shifts may be scheduled during any twenty-four (24) hour period. Field Service Technicians shall be allowed two (2) ten (1) minute paid rest period during each workday. Workweeks differing from that indicated above may be established by the company after first notifying the Union.
- (d) When a hourly employee is required to report and does report for work on an off day, he shall be guaranteed a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate of pay.
- (e) After completion of his shift for the day, an employee called back to work shall receive a minimum of two (2) hours pay at the straight-time rate.

10.4 Posting of Workweek. The Employer will post changes in work schedules for the following week by Thursday of each week. Hourly employees will then choose work schedules in accordance with their seniority. Home Based technicians shall be on the clock and receive pay when they begin to drive to their first location and remain in pay status until they return to base.

10.5 Equipment. MEM employees will be furnished the tools which are needed to perform their duties. Broken tools and those which are not functional because of normal wear are replaced by the Company. The employees are responsible for tools or equipment which are lost.

10.6 Guarantee. The weekly guarantee in Article 6 shall apply to MEM employees.

- 10.7 MEM Employees Transferred to Food Service.** MEM employees are defined as employees in the former vending machine service department which expired April 30, 1988. These employees maintain their current rate, overtime pay (over 8 and/or over 40), their workweek Monday through Friday, and previous shift starting times. These employees will not be required to obtain a commercial driver's license (CDL) unless they have a CDL as of 5/1/92 or the law requires a CDL. If these employees have a CDL as of 5/1/92 they will be required to maintain the CDL.
- 10.8 MEM Overtime.** The Company will make every effort to notify employees who have volunteered for weekend overtime with as much notice as possible prior to their overtime assignment. Such notice will include start time and location of the assignment. The day immediately preceding or following an employee's workweek, exclusive of Sundays, shall constitute the employees overtime day, which shall be established at the annual bid and maintained for the bid period. Sunday overtime shall be made available to all MEM employees and shall be awarded in seniority order.
- 10.9 For Kankakee Employees Only.** A Field Service Technician who is required to carry a pager will receive \$100 per week in addition to one and one half times his regular straight-time hourly rate for all hours worked over 40.
- 10.10** MEM Employees shall bid on all positions by seniority by November 1 each year and the new positions shall take effect on January 1 of the following year. Employees shall bid on job functions within their classification once per calendar year.

ARTICLE 12 – SWING AND RELIEF DRIVER TRAINERS

Language pulled from Article 8 (except for last ¶ of 12.1) of Chicago Outside contract.

- 12.1 Swingmen and Relief Driver Trainers.** A Swingman shall perform duties as specified by the Employer. A Swingman may be assigned to run a commission route if the Route Salesman is unavailable or does not volunteer to run his route on an off day (Monday through Sunday) and/or to perform the work of any job classification. A Swingman who is regularly scheduled to work may be assigned to perform work in any classification prior to scheduling overtime work. A Swingman may be scheduled to work eight (8) hours any five (5) days or ten (10) hours any four (4) days Monday through Sunday.

Merchandisers, On-Premise Utility Drivers and Full Service Drivers may be scheduled to work eight (8) hours any five (5) consecutive days, or ten (10) hours any four (4) consecutive days, Monday through Sunday. Work schedules will be posted for bid.

Relief Driver Trainers are intended to be available to fill in as needed for other classifications. A Relief Driver Trainer who is regularly scheduled to work may be assigned to perform work in any classification prior to scheduling overtime work. The Relief Driver Trainer also will be responsible for instructing/training drivers and merchandisers on the required skills and tasks of any driver or merchandiser classification. Assignment of duties will be solely at

management discretion. Management reserves the sole authority to evaluate and follow-up on the training progress of employees.

When a vacancy for a Relief Driver Trainer occurs in a distribution center, the most senior employee who meets the qualifications for the position shall have the right to fill such vacancy. The Employer will post the initial vacancy promptly for three (3) workdays and will fill the vacancy as soon as practical. The successful bidder shall not have the opportunity to bid on another route or position for a twelve (12) month period following the assignment to the vacancy. The employee will have the option within the first thirty (30) days in the Relief Driver Trainer classification to move back to the position from which the employee bid. The Employer will also have sole discretion within the first thirty (30) days in the Relief Driver Trainer classification to reassign the employee back into the position from which the employee bid.

Vacation selection and work schedule shall be based upon the classification from which the employee bid.

12.2 Merchandisers. Merchandiser work schedules and routes will both be posted separately for bid by seniority. Work schedules and routes will be bid two times per year on the second week of March and second week of September. New schedules will take effect during the first week of April and October, respectively. Once stores are assigned to a route the Employer shall not remove the store from the Merchandiser's route.

12.3 Wages. Express Drivers, Food Services Express Drivers, Merchandisers, Merchandisers with a Class A CDL, Swingmen, On Premise Utility Drivers, D-Bay, Pre Sell Driver/Merchandisers, and Full Service Drivers will be compensated in accordance with the chart in Appendix A.

ARTICLE 13 TRANSPORT DRIVERS

13.3-13.8 pulled from Article 10 of the Chicago Outside Contract.

13.1 Transport Drivers will be compensated for each trip using the mileage rate plus the run rate in accordance with the chart in Appendix A. The mileage to a destination will be determined using a publicly available internet based source selected by the Company (e.g., Rand McNally). Mileage will be rounded up to the nearest whole mile.

Effective April 29, 2016, Transport Drivers will receive \$15.00 for daily fueling and inspection.
Effective April 29, 2017, Transport Drivers will receive \$16.50 for daily fueling and inspection.
Effective April 29, 2018, Transport Drivers will receive \$18.15 for daily fueling and inspection.

13.2 Transport drivers shall receive all paid time off including but not limited to; vacation time, sick days, holidays, personal days, jury pay, and bereavement in accordance with all other employees covered by this Agreement. However, each paid week off shall be paid at one-fifty-second (1/52) of the previous year's W-2. Each single paid day off shall be paid at one-fifth (1/5) of the average weekly pay.

- 13.3 Seniority.** If an employee is hired as a Transport Driver or is transferred from the production unit or from the sales unit to Transport Driver, his seniority as a Transport Driver will commence on the day he was hired or was so transferred, as the case may be, and will accumulate while he operates as a Transport Driver. In the case of transfers, the employee will not accumulate any further seniority in the unit from which he was transferred while he is operating as a Transport Driver. If, however, he is returned to the unit from which he was transferred, his former accumulated seniority will prevail but he will not have accumulated any further time in that unit during the time he worked as a Transport Driver.
- 13.4 Reduction in Force.** In the event of a reduction in force affecting Transport Drivers the least senior Transport Driver (based on length of service as a Transport Driver) covered by this Agreement will be displaced first. If such Driver had been a Driver Salesman prior to being transferred to a Transport Driver, he may exercise his former accumulated Driver Salesman seniority to displace the least senior Merchandiser, but only at the location where he last worked as a Driver Salesman and provided he has more seniority than the employee to be displaced. If such Driver had been in a job classification covered by the Inside Workers Agreement (production unit) prior to being transferred to a Transport Driver, he may exercise his former accumulated unit seniority to displace the least senior employee in the lowest job classification in the unit, but only at the location where he last worked and provided he has more seniority than the employee to be displaced. Said employee, however, may not use his classification seniority for bidding purposes.
- 13.5 Annual Location Posting.** Once each year, during the first week of November, the Employer shall post a list of Transport Driver location assignments. All Transport Drivers may, then, indicate their preference for location assignment. The Employer will make location assignments in accordance with the preferences of Transport Drivers by their seniority (length of service as a Transport Driver).
- 13.6 Temporary Transfer.** This Article will not apply to employees who are transferred from the production unit or from the sales unit on a temporary basis [thirty (30) days or less].
- 13.7 Vacations.** For vacation purposes, length of service with the Company will apply.
- 13.8 Vacancies.** If the Company determines that there is a vacancy in the Transport Driver position it will post such vacancy for a period of three (3) working days. Employees covered by both the Soft Drink Inside Worker's Agreement and this Agreement who are qualified for the position may bid on the vacancy. The Company will award the position to the most qualified senior employee who bids on the position. If there is a question regarding which employee is the most qualified, the Company's State certified CDL trainer shall determine which employee is the most qualified for the position.
- 13.9 Breakdowns and Delays.** In the event a Transport Drivers' vehicle breaks down and is rendered inoperative or the Transport Driver is delayed, he shall be paid at the rate of \$20.00 per hour, effective April 29, 2016 to be prorated from the time he notifies the Employer until the time his vehicle is operational or he is returned to his facility and his workday is

determined to be complete by the Employer. Breakdown pay shall be increased to \$22.00 effective April 29, 2017, and shall be increased to \$24.20 effective April 29, 2018.

ARTICLE 14 – HOLIDAYS

Language pulled from Inside Chicago contract (except for 14.1, 14.3, 14.4-14.5).

- 14.1 Designated Holidays.** The following days shall be considered holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays which fall on Sunday shall be observed on the following Monday. In addition, effective January 1, 2003, employees will be eligible for four (4) "personal" holidays. An employee must request a "personal" holiday, in writing, at least five (5) working days, but no more than thirty (30) calendar days, in advance. A "personal" holiday will be granted on a first come, first serve basis and provided it does not interfere with the operations of the business. In the event multiple employees request the same day in a twenty-four (24) hour period the "personal" holiday will be granted to the most senior employee. Response to the request will be made within three (3) working days from the employee's request and if approved cannot be cancelled. If the response to the request for a "personal" holiday is not made within three (3) working days from the employee's request and the employee works on the day requested, the employee will be paid two (2) times the employee's regular straight-time hourly rate for all hours worked that day in addition to the employee's "personal" holiday pay. "Personal" holidays will not incur any points under the attendance policy. The Employer will make every effort to honor the requests before the end of the year. Any unused "personal" holidays will be paid out at the end of the year.
- 14.2 Pay.** An eligible employee not called or put to work when a holiday falls within his schedule, Monday through Sunday, shall receive eight (8) times his regular straight-time hourly rate of pay if scheduled to work a five (5), eight (8) hour day schedule, ten (10) times his regular straight-time hourly rate of pay if scheduled to work a four (4), ten (10) hour day schedule, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule, inclusive of shift premium but exclusive of any other premiums.
- 14.3 Work on a Holiday.** Employees eligible for holiday pay shall receive for all hours worked when they are scheduled to work and actually do work on any one of the holidays enumerated in Section 14.2, two (2) times their straight-time hourly rate of pay for all hours worked on the holiday, in addition to holiday pay as provided in Section 14.2 above. Each employee required to work on a holiday shall be guaranteed four (4) hours of work at double time in addition to the holiday pay provided for in Section 14.2. Under no circumstances shall an employee be required to work on Labor Day. If an employee works on a Holiday then said employee shall have the option to elect an additional day off during the same calendar week.
- 14.4 Holiday Outside the Regular Schedule.** In the event any of the above holidays shall occur outside the employee's regularly scheduled workweek, the holiday shall be paid at the employee's regular rate set forth herein, and such hours shall not be included in the accumulated hours of work for that period. The forty (40) hour guarantee for any week in

which a holiday falls shall be reduced to thirty-two (32) hours or four (4) days for that week for those employee scheduled to work five (5) eight (8) hour days; thirty (30) hours or three (3) days for that week for those employees scheduled to work four (4) ten (10) hour days; or twenty-four (24) hours or two (2) days for that week for those employees scheduled to work three (3) twelve (12) hour days. If a holiday falls on an employee's off day, the Employee can choose an alternate day off within the same calendar week.

14.5 In the event a paid holiday falls during the regular workweek, Monday through Sunday inclusive, Driver Salesmen, and Pre-sell Driver/ Merchandisers shall not be required to work on the Saturday immediately following such paid holiday nor on the Saturday immediately prior to a paid holiday which occurs on a Monday. For such workweek, the Driver Salesman, and Pre-sell Driver/ Merchandiser shall receive four (4) days' pay or not less than the weekly guarantees for any day on which he was not available for work, in addition to holiday pay as set forth herein.

14.6 Eligibility. To be eligible for holiday pay, an employee must:

- a. Have seniority in accordance with Article 22, Seniority, as of the date of the holiday.
- b. Work his scheduled workday immediately before and his scheduled workday immediately after the holiday.

14.7 Holiday During Medical Leave. In cases of prolonged illness or accident, employees eligible for holiday pay shall receive holiday and/or birthday pay for any and all holidays and/or birthday occurring within the first two (2) month period of such absence. The maximum allowances available under this Section shall be two (2) months per calendar year.

ARTICLE 15 - BIRTHDAY LEAVE

Language pulled from Inside Employees Chicago contract (except 15.2).

15.1 Employees who have completed the probationary period shall receive eight (8) times their regular straight-time hourly rate if scheduled to work a five (5), eight (8) hour day schedule, ten (10) times his regular straight-time hourly rate of pay if scheduled to work a four (4), ten (10) hour day schedule, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule, inclusive of shift premiums but excluding any other premiums when they do not work on their birthday; provided, however, they give the Employer five (5) working days' notice of their intention not to work. Employees electing to work on their birthday shall receive birthday pay in addition to the regular earnings for said day.

15.2 For Transport Employees Only. Each eligible Transport Driver may celebrate his birthday and receive one-fifth (1/5) of vacation pay when not working on said day, provided that he shall give the Employer five (5) working days' prior notice of his intention not to work. If he works on a scheduled workday which falls on his birthday, he shall receive birthday leave pay in addition to his regular earnings for said day.

15.3 Only employees with sixty (60) calendar days' service with the Employer shall be entitled to this benefit.

15.4 Birthday Leave as Time Worked for Overtime Computation. If the birthday leave falls on an employee's off day, birthday pay only shall be paid as provided above even though an eligible employee may have already worked forty (40) hours in the week in which the birthday falls. If the birthday leave falls on an employee's regularly scheduled work day for which an employee receives pay for the birthday though not worked, the birthday shall be counted as time worked for the purpose of computing weekly overtime in the same work week.

ARTICLE 16 - JURY PAY

Language pulled from Inside Employees Chicago contract.

Any employee with sixty (60) days of continuous service who is called to and reports for jury duty shall, upon the proof of time served and the compensation received therefore, be paid by the Employer eight (8) times his regular straight-time hourly rate of pay if scheduled to work a five (5), eight (8) hour day schedule, ten (10) times his regular straight-time hourly rate of pay if scheduled to work a four (4), ten (10) hour day schedule, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule, for the number of regular workdays that he otherwise would have been scheduled to work. The Employer's obligation to pay for jury duty shall be limited to a maximum of fifteen (15) working days. The employee shall give reasonable advance notice to the Employer of his intended absence.

ARTICLE 17- COURT APPEARANCES

The Employer shall not discipline or issue attendance violations to an employee when said employee is required to appear in court.

ARTICLE 18 - BEREAVEMENT PAY

18.1 Leave. In the event of a death in the immediate family of an employee, the employee will receive three (3) days off with pay. The pay for each day shall be equal to eight (8) times the employee's regular straight-time hourly rate if scheduled to work a five (5), eight (8) hour day schedule, ten (10) times his regular straight-time hourly rate of pay if scheduled to work a four (4), ten (10) hour day schedule, twelve (12) times his regular straight-time hourly rate if scheduled to work a three (3), twelve (12) hour day schedule, for each regular workday on which he would have worked but for his absence.

18.2 Notice. The employee shall give notice to the Employer of his absence for this purpose and the Employer may require proof of death and relationship. Immediate family as used in Sections 18.1 hereof means only the father, mother, brothers, sisters, spouse, current mother-in-law, current father-in-law, sister-in-law, brother-in-law, grandparents, guardians, and children and/or step-children of the employee.

- 18.3 Eligibility.** Only employees with sixty (60) calendar days' service with the Employer shall be entitled to this benefit.

ARTICLE 19 – VACATIONS AND SICK DAYS

Language pulled from the Inside Employees Chicago contract (except 19.1, 19.2, 19.4 & 19.5)

- 19.1** Employees shall receive vacation pay in accordance with the following schedule.

One Week. Each employee who has continuous service of one (1) year but less than two (2) years as of December 31 shall be eligible for one (1) week's vacation with pay.

Two Weeks. Each employee who has continuous service of two (2) years but less than five (5) years as of December 31 shall be eligible for two (2) weeks' vacation with pay.

Three Weeks. Each employee who has continuous service of five (5) years but less than ten (10) years as of December 31 shall be eligible for three (3) weeks' vacation with pay.

Four Weeks. Each employee who has continuous service of ten (10) years but less than twenty (20) years as of December 31 shall be eligible for four (4) weeks' vacation with pay.

Five Weeks. Each employee who has continuous service of twenty (20) years or more as of December 31 shall be eligible for five (5) weeks' vacation with pay.

- 19.2 Pay.** Vacation pay shall be the average hours worked over the previous 12 months times the employee's regular straight-time hourly rate, inclusive of shift premiums but excluding any other premiums. In no event shall vacation pay be less than the employee's regularly scheduled shift at the employee's regular straight-time hourly rate inclusive of shift premiums. When vacation is taken in full week increments, the payment of vacation pay shall be made in the week immediately preceding the vacation week or weeks.

- 19.3 Vacation Credit.** When an employee retires the employee shall receive accrued vacation at the rate of one-twelfth (1/12th) for each month in which the employee worked during the calendar year in which the employee retires.

- 19.4 Scheduling.** Vacation shall be granted by the Employer at times most desired by the employees. When more vacations are requested than can be granted for any period, preference will be given to the employees with the most seniority. The final right, however, of scheduling vacations is reserved to the Employer to ensure the efficient and continuous operation of the business; provided, however, employees eligible for three (3), four (4) or five (5) weeks' vacation shall be guaranteed a minimum of two (2) weeks' vacation during May, June, July, August or September. The employees shall select their vacations in accordance with a procedure developed by the Employer to allow the vacation selection process to be completed by December 15. The Employer shall not unreasonably deny an

employee a vacation request. An employee who does not select his vacation in accordance with the procedure developed by the Employer will select his vacation from available vacation periods at such time as he is ready prior to December 15. The Employer shall not blackout any vacation weeks or days.

19.5 No Accumulation. Vacations shall not be cumulative from one calendar year to the next and in no event shall more than five (5) weeks' vacation be granted in any one year. Employees may split their vacation into single day increments and the entire vacation must be taken in a single calendar year. Vacation eligibility lists shall be posted prior to November 1 of each calendar year and vacation dates shall be assigned as of December 15 of each calendar year.

19.6 Holiday During Vacation. When a holiday and/or birthday falls during the employee's vacation, he shall receive holiday and/or birthday pay as defined in Articles 14 and 15 above, in addition to his vacation pay.

19.7 Employees who have been in the continuous service of the Company for less than a full year by December 31, shall be eligible to a portion of a week's vacation to be taken the following calendar year, prorated as follows:

Hire Date	Days of Vacation with Pay
January 1 – February 29	5
March 1 – April 30	4
May 1 – June 30	3
July 1 – August 31	2
September 1 – October 31	1
November 1 – December 31	0

19.8 Sick Days. Effective upon ratification of this agreement, employees shall be allowed to take seven (7) paid sick days per calendar year. Thereafter employees shall receive seven (7) sick days January 1 of each year. Unused sick days will be paid out to the employee at the end of each calendar year. Employees must call off to a number designated by the employer before the start of the employee's scheduled shift. Employees shall not receive an attendance point for using a sick day. New employees shall receive seven (7) sick days upon completion of six months of employment to be used or paid out by the end of the calendar year.

ARTICLE 20 - MEDICAL LEAVES

Language pulled from Employees Chicago contract (removed references to Article 22 and 31).

A leave of absence of up to a maximum of eighteen (18) months will be granted to an employee who has an occupational or non-occupational injury. The employee must promptly present valid medical evidence of his/her condition which supports the need for such leave. The Employer may periodically request the employee to provide medical verification of his/her status. When an employee has obtained leave for sickness or injury and desires to return to work, he/she

shall furnish the Employer a certificate from his/her physician certifying that he/she is physically able to perform the duties of his/her job.

The Employer shall offer any employee that suffers and illness or injury on the job a "light duty" position if said employee receives clearance from his/her doctor for such a position.

ARTICLE 21 - WORKMEN'S COMPENSATION & SOCIAL SECURITY

Language pulled from Employees Kankakee contracts.

It is mutually agreed by and between the Parties hereto that the statutory provisions of the Illinois Workmen's Compensation Act and the Illinois Workmen's Occupational Diseases Act shall be a part of this Agreement and where the Company comes under the jurisdiction of either or all of these Acts, it will promptly comply with all provisions of these said Acts. Further, it is agreed between the Parties that the statutory provisions of the Federal Social Security Act and the Federal Old Age Pension Act shall promptly be complied with, and cover all employees covered by this Agreement. The Company agrees to carry its liability with a financially responsible group.

ARTICLE 22 - SENIORITY

22.1 Definition. Seniority is defined as an employee's length of continuous service from his date of last employment. In the case of multiple hiring on the same day, seniority shall be assigned alphabetically based upon the employee's surname. Seniority shall apply on a job classification basis within each individual plant or subdivision thereof (See Appendix A for classifications). Each individual plant shall have separate seniority lists for Production, Warehouse, MEM employees, Regular Route Driver Salesmen, Special Events Men, Express Drivers, Transport Drivers, Pre-sell Driver/Merchandisers, Full Service Drivers, Food Service Drivers, On-Premise Utility Drivers, Swingmen, Relief Driver Trainers and Merchandisers, Swingmen, and Field Service Technicians. In the event two (2) or more employees are permanently assigned to the same job classification on the same day, their relative seniority in that job classification shall begin based on their total length of service within the department.

22.2 Vacancies/Posting. Permanent job vacancies in the job classifications covered by this Agreement in the Production Department or the Warehouse Department shall be posted for a period of three (3) working days during which time employees in lower rated job classifications in the department where the vacancy occurs shall be eligible to bid thereon. Such posting shall contain the job classification, the wage rate for the position, and the usual starting time. Eligible employees desiring to bid on such jobs shall sign their names in the space provided on the bulletin board posting sheet. Where the ability to perform the job which includes physical fitness is relatively equal among the employees bidding for the job, preference in filling the position will be given to the qualified bidder on the basis of his departmental seniority. The Employer will not exercise its discretion as to the relative ability of the employees bidding in an arbitrary and capricious manner and any complaint that the Employer has exercised its discretion in an arbitrary and capricious manner shall be subject to the Grievance and Arbitration Procedure. In the event no qualified employee bids for the job, the Employer may fill such vacancy or new position by assignment to a willing employee

or by new hire. During the period required to post, bid, and award the position, the Employer may assign available personnel to fill the job. Where the filling of the vacancy or new position by the above procedure results in the creation of a vacancy in another job classification, such resulting vacancy shall likewise be posted for bid and awarded in accordance with the above procedures but any further vacancies in job classifications which might result therefrom may be filled by assignment to a willing employee or by new hire. The successful bidder shall not have an opportunity to bid on another position for a six (6) month period following his assignment to the vacancy. An employee who successfully bids on a vacancy will begin their new position within thirty (30) days or the employee will begin receiving the pay rate for the new position, if the pay rate is higher.

22.3 Reduction in Force. In the event of a permanent reduction in the working force, employees with the least plant seniority in the impacted department to be reduced shall be the first laid off.

If as a result of the reduction in force a vacancy arises, the vacant position will be offered and assigned by seniority, first to those employees within the department that are interested in bidding on such vacancy, and second to those interested employees outside of the department. Should no employee bid on the vacancy, the vacancy will be filled by forcing the most junior employee in the department from the bottom up. All subsequent vacancies that arise out of such movement will be subject to Section 22.2.

If an employee is laid off due to a permanent reduction in the workforce, he or she shall be offered a position within the other Pepsi locations currently under Local 727's jurisdiction according to their Company seniority and provided there are openings. Such employees will be given a sixty (60) day training period to qualify for the job, and if deemed qualified, he/she will be end-tailed on the seniority list. Openings will be made available for thirty (30) days from the effective date of layoff. Should no openings exist, the company will inform the employee of other opportunities within the Pepsi locations currently under local 727's jurisdiction and allow them to apply for and be considered for those positions.

No new employee shall be hired within a department as long as senior employees within the department are on layoff status at any of the Pepsi locations currently under Local 727's jurisdiction. Laid-off employees shall be recalled to their regular job classification in the reverse order of their layoff. Any employee who is laid off due to a reduction in the work force shall receive one (1) weeks' notice or one (1) week's pay in lieu thereof.

22.4 Recall. Notice of recall will be made by the Employer in the most expeditious manner possible. Employees shall be responsible for keeping the Employer informed of their current address and telephone number at all times.

22.5 Probationary Employees. New employees and those hired after a break in continuity of service shall be regarded as probationary employees for the first sixty (60) calendar days and shall receive no continuous service credit during such period. Probationary employees retained by the Employer subsequent to their first sixty (60) calendar days shall receive full continuous service credit from the date of last hire. Probationary employees may be laid off by the Employer and shall have no recourse under this Agreement.

22.6 Termination of Seniority. Continuous service shall be broken and the employment relationship terminated when an employee:

a. Quits.

b. Is discharged for just cause.

c. Fails to give notice of intent to return to work within twenty-four (24) hours (unless the failure to give such notice is for a reasonable excuse) of a written notice of recall to work after a layoff and fails to report for work within seven (7) calendar days after receipt of a written notice of recall to work after a layoff. The written notice of recall to work after a layoff shall be given by the Employer by registered or certified mail or telegram and addressed to the employee at his last address appearing on the records of the Employer. The Employer's letter shall be considered as received if it is returned and marked "No Forwarding Address." Reasonable excuse will be determined by the Employer and the Union based upon the evidence.

d. Is laid off:

i. for employees with less than two (2) years' continuous service, in excess of ninety (90) calendar days; and

ii. for employees with two (2) or more years' continuous service, in excess of one hundred and eighty (180) calendar days.

e. Is off work for any reason in excess of eighteen (18) months, length of seniority or until the employee reaches maximum medical improvement (MMI), whichever is earlier. Any employee who returns to work for less than two (2) consecutive weeks will not be treated as having returned to work for purpose of this provision. This will not apply to an employee who sustains a different injury or illness.

f. Fails to return to work on schedule following a vacation or authorized leave of absence.

g. If for any reason is absent from work for a period of three (3) working days without notifying the Employer, except for reasonable excuse and proof of absence. Reasonable excuse and proof of absence shall be determined by the Employer and the Union based upon the evidence.

22.7 Seniority List. The Employer shall post a current seniority list of its employees a minimum of two (2) times per year (in May and November) which shall include the name, departmental seniority date, job classification, and job classification seniority date. The seniority dates listed thereon shall be final and binding unless objected thereto within five (5) working days after it is posted. Upon request, a copy of such seniority list will be given to the Union.

22.8 Seniority Application. Seniority shall apply to any particular type of work within a classification or to place of work, assigned machine, or assigned equipment within any department or plant. This Section shall not in any way deprive any employee of his seniority as defined in Section 22.1 of this Article.

22.9 Shift Preference. Employees will be given a preference of shifts in accordance with their seniority and ability to perform the work. In the event it is necessary to assign senior employees with needed skills and abilities to the afternoon or night shift, the least senior employee qualified to perform the work shall be assigned unless a senior employee desires the assignment. An employee so reassigned will be returned to his regular shift within thirty (30) days from the time that there are employees with less seniority on such regular shift who are qualified to perform the work. Employees by seniority may select in writing annually on November 1st, their shift preferences within their respective job classifications. Such shift preference will be effective January 1 of the following year.

The desires of senior employees as to starting times in effect in their classification on their shifts will be recognized by the Employer whenever practical.

22.10Merger. The Employer shall not merge separate job classifications into one classification.

22.11Notice of Layoff. In the event of layoff of employees covered by this Agreement, the Employer shall give at least five (5) days advance notice thereof to the Union and, upon request, shall discuss the matter with the Union. Where it is the Employer's intention to permanently eliminate jobs covered by this Agreement, he shall so indicate at the time of notification to the Union.

22.12Transfer to/from Transport Driver. Employees who bid for a Transport Driver vacancy will be assigned in accordance with Article 13 this Agreement.

ARTICLE 23 – UNIFORMS

Inside Employees at the Chicago contract.

If the Employer desires employees to wear uniforms, same shall be paid for by the Employer. Said uniforms shall be the property of the Employer and upon the termination of the services of the employee shall be returned to the Employer. Employees shall maintain their uniforms in a clean, neat and presentable condition and pay for the cleaning of same. All necessary repairs shall be paid for by the Employer. The Company will pay all regular full-time employees \$50 each year as an allowance for safety shoes. When such employee brings to the Company his receipt for such new shoes, the Company will grant said allowance.

Shorts will be permitted to be worn from April 1 through November 30.

ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

The following Grievance Procedure shall be followed in resolving said disputes:

STEP ONE: Grievant will meet with Union Representative and Facility Manager as outlined above.

STEP TWO: In failing to have the dispute resolved in STEP ONE, grievant will meet with a representative of the Union and a representative of the Employer at a mutually convenient time and place to resolve the grievance.

If the Parties cannot agree, the issue may then be referred by the Union to arbitration as provided for in this Section. Demand for arbitration shall be made within forty-five (45) calendar days from the date of the Step 2 grievance meeting unless the Parties mutually agree to extend said timeline.

24.2 Arbitration shall be by an arbitrator from the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both Parties. The Union shall request a panel of seven (7) arbitrators from the National Academy of Arbitrators ("NAA") within the Chicagoland geographical region. The Employer shall have the first strike and the Parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitration hearing will not be transcribed except when the arbitrator may deem necessary. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

24.3 The Employer must be notified of a grievance within thirty (30) days after knowledge of the alleged violation or it shall be waived.

24.5 Attendance. The Company and Union recognize the Company utilizes two tracks for discipline: Attendance (under the Company's attendance policy) and performance. Both Parties acknowledge these tracks are separate and distinct and will not be combined in moving discipline forward.

24.6 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause. The Union shall have the right to investigate the reasons for any discharge or discipline and to protest the same through the grievance and arbitration procedure. All discipline shall be removed from the employee's record after twelve (12) months. The Employer shall issue all discipline within five (5) days from the occurrence.

ARTICLE 25 - UNION STEWARDS

Language pulled from Article 18 of the Employees Chicago contract.

The Employer recognizes the right of the Union to designate job stewards and alternates from the employer's seniority list. The Employer will be notified in writing by an officer of the Union the name of the Steward (and alternate if named). The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or designated Company Representative in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its Officers, provided such messages and information have been:
 - a. Reduced to writing: or
 - b. If not reduced to writing and are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
 - c. Stewards will be allowed time off work to attend regular monthly Union Meetings provided it does not interfere with the company's operations. Days off will not be counted as absence. Company will be given a minimum of five (5) working days' notice of such absence. The Employer will be notified thirty (30) days in advance of Steward Training absence.

Job stewards and alternates have no authority to take strike action, or any other action of the Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his regular working hours: and where mutually agreed to by the Union And employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward. When a steward attends a grievance hearing, he does not break his forty (40) hour guarantee.

The union acknowledges that a steward's primary responsibility is to perform their regular job functions and that stewards duties are neither designed to interfere with their job duties nor to create overtime for the Steward.

Bargaining Unit Employees including shop stewards are legally entitled to union representation at any meeting which may lead to discipline. Such meetings or interviews shall not begin until the steward or designated bargaining unit member is present. An Employee who does not want a Union Steward or available bargaining unit member present at any meeting or interview where the employee has a right to Union representation must waive Union representation in writing. Upon the Union's request for a copy of such written refusal, the Employer shall promptly furnish it.

When requested by the Union or the Employee, there shall be a steward present. If a steward is unavailable, the Employee may designate a bargaining unit member who is available at the location at the time of the meeting to represent him/her.

ARTICLE 26 - EQUAL APPLICATION OF AGREEMENT

Language pulled from Article 19 of the Inside Employees Chicago contract.

26.1 No Discrimination. The Employer and the Union agree that the provisions of this Agreement shall apply to all employees covered hereby without discrimination, and in carrying out the respective obligations under this Agreement, neither will discriminate against any employee on account of race, color, religion, sex, age, national origin or disability as defined under the Americans with Disabilities Act (ADA). Whenever in this Agreement the masculine gender is used, it shall be deemed to refer equally to and to include the female gender.

26.2 Supervisory/Managerial Personnel Working. Supervisory and managerial personnel shall not perform work covered by the classifications of this Agreement that would replace an employee who is available and qualified to perform such work. Management personnel shall, however, perform any work required at any time in the event of:

- a. Emergency. Normal repair of the vending service equipment shall not be considered an "emergency."
- b. Instruction or training.
- c. Necessary experimental development and research work as needed.

In the event of the continuous operations of production lines, the Employer agrees to have sufficient number of Local No. 727 members assigned to cover lunch and break periods.

ARTICLE 27 - TIME OFF FOR UNION ACTIVITIES

Language pulled from Employees Chicago contract.

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business; provided, however, that forty-eight (48) hours' written notice is given to the Employer by the Union specifying the length of time off.

ARTICLE 28 - VOLUNTARY SEVERANCE

Language pulled from Article 21 of the Inside Employees Chicago contract.

In cases of voluntary severance from employment, an employee shall receive all monies due him on the regular pay day of the Employer and on request shall be issued a statement in reference to his character and service. In cases of dismissals for just cause, the employee shall receive all monies due him on the first regular pay day following his dismissal. All wages shall be paid weekly.

ARTICLE 29 - HEALTH & WELFARE FUND- OPEN

29.1 Health and Welfare

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Health and Welfare Fund on account of each employee covered by this Agreement the following:

Effective upon ratification\$1500.00 per month

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 29, Section 29.3 below.

- (b) Contributions due hereunder to the Health and Welfare Fund for all employees shall commence with the month in which their employment begins

29.2 Legal and Educational Assistance

- (a) The Employer shall contribute to Teamsters Local Union No. 727 Legal and Educational Assistance Fund on account of each employee covered by this Agreement the following:

Effective upon Ratification\$100.00 per month

Such rate shall continue except as adjusted by the Board of Trustees pursuant to the provisions of Article 28, Section 28.3 below.

- (b) Contributions due hereunder to the Legal and Educational Assistance Fund for all employees shall commence with the month in which employment begins.

29.3 The contribution rates payable to the Health and Welfare and Legal and Educational Assistance Funds pursuant to Sections 29.1, 29.2 shall be increased as follows:

- (a) It is agreed that the Employer shall contribute additional amounts over and above those required in Sections 29.1(a), 29.2(a) and to the Health and Welfare and/or Legal and Educational Assistance Funds, combined, on behalf of each full time employee as follows:

Effective 3/1/2016.....\$160.00 per month

Effective 3/1/2017.....\$176.00 per month

Effective 3/1/2018.....\$194.00 per month

(b) The distribution of the additional contributions required in (a) above to the Health and Welfare, and/or Legal and Educational Assistance Funds shall be left to the decision of the Board of Trustees of the respective Funds.

29.4 No contributions to the Health and Welfare and Legal and Educational Assistance Funds shall be required on behalf of any employee who is on a leave of absence, except as required by law.

29.5 By the execution of this Agreement, each Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

29.6 It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare or Legal and Educational Assistance Funds created under this Agreement; in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom.

ARTICLE 30 - PENSION- OPEN

ARTICLE 31 - Physical Examinations

Language pulled from Article 20 of the Outside Employees Chicago contract.

Each employee of the Employer shall submit to a physical examination as to health and physical ability at any time designated by the Employer, said examination to be made by a doctor selected by the Employer and the expense thereof to be borne by the Employer. If any employee should be found to be physically unfit to continue his employment, the Employer reserves the right to dispense with his services and the Employer shall notify the employee and the Union, in writing, by certified mail. In the event of a conflict between the Employer's decision and a determination of the employee's physician, the Union may, within fifteen (15) days after receiving written notice of the Employer's decision, elect that the employee be examined by a third doctor to be selected by the Parties. The expenses of said examination by said third doctor shall be shared equally by the Parties. The Employer may furnish the third doctor with a description of its physical standards and requirements for the job in question and a copy of such description shall be furnished to the Union. The determination of the third doctor as to whether or not the employee meets said physical standards and requirements for the job in question shall be final and binding.

The Employer shall follow the Teamsters Drug and Alcohol Policy and Procedures attached hereto as Appendix B.

The Employer shall provide transportation on all shifts to transport employees to clinics, doctors' offices, or hospitals in case of serious injuries.

The employee shall not be allowed to be re-examined by a physician of his own choice where the examination is for the purpose of a drug test.

CDL physical examinations to be paid for by Employer.

ARTICLE 32 - EMPLOYER INTEREST

Language pulled from Article 25 of the Inside Employees Chicago contract.

The members of the Union agree to further the interest of the Employer at all times possible.

ARTICLE 33 - RIGHT OF VISITATION

Language pulled from Article 26 of the Chicago contracts.

An authorized representative of the Union may have access to the Employer's establishment and earnings record of covered employees directly involved in questions under discussion or investigation at all reasonable times, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the contract is being lived up to. An authorized representative of the Union agrees to follow the security rules of the Employer regarding visitors to its premises.

ARTICLE 34 - SEVERANCE ALLOWANCE

Language pulled from Article 34 of the Outside Employees Chicago contract.

34.1 Allowance. In the event the Employer, in its sole discretion, permanently shuts down a plant or a portion thereof (such as dismantling and removing a production line without replacement, or going out of the vending service business), or sells or otherwise transfers its facilities to a successor employer, employees with one year or more of service who are permanently terminated as a direct result of such shutdown, sale or transfer, shall receive from the Employer (in the event of shutdown) or the successor employer (in the event of sale or transfer) a severance allowance in the amount set forth below for each year of continuous service, but not to exceed ten (10) years, unless the Employer or successor employer offers any such employee a job within the jurisdiction of Local Union No. 727, or the Employer or successor employer offers him a job at any location which he accepts:

Hourly Workers:	Forty (40) hours times the employee's regular rate of pay.
Transport	
Drivers:	The weekly guarantee.

34.2 Termination of Employment. Acceptance of severance allowance shall terminate employment.

ARTICLE 35 - MANAGEMENT RIGHTS

First 4 paragraphs of Language pulled from Chicago contracts.

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively all of its inherent rights to manage the business. Without limiting the generality of the foregoing, the sole and exclusive rights of Management include, but are not confined to, the right to hire, to maintain order and efficiency, to establish rules, policies and programs, to counsel and discipline employees, to terminate an employee's employment, to determine the extent and nature of all equipment, to determine the general operations, working hours and locations of the business including the number of shifts, the maintenance and dispatch of delivery schedules, the quality and quantity of work and standards of workmanship and job performance, the assignment and transfer of employees and to lay off for lack of work.

The Employer agrees that in establishing reasonable rules, policies and programs, such rules, policies and programs will not conflict with the express terms of this Agreement. The Employer will have the right from time-to-time to change, alter, and add to such rules which will be effective seven (7) days after the Employer has provided the Union with the proposed change. The Union will have the right to grieve and arbitrate the reasonableness of any new or promulgated rule or regulation.

It is agreed that in the exercise of its rights enumerated in this Article, the Employer shall not violate any provision of this Agreement. It is further agreed that the Employer's express contractual obligations and the application of any of the foregoing rights are subject to the grievance and arbitration procedure in Article 24.

For all regular full-time employees hired on or after April 28, 2002 the Company has the right to directly deposit the employee's compensation in a financial institution of the employee's choice. If the employee does not designate a financial institution within two (2) weeks of starting work, the Company has the right to designate one for the employee.

CDL Training

Employees who are provided the necessary training by the Company to become qualified Commercial Drivers shall be required to repay the Company the cost of the training if they leave the employment of the Company within one (1) year of obtaining their CDL. The cost of the training will be deducted from the employee's last paycheck. All employees shall be required to sign an agreement to this effect prior to the beginning of the training.

ARTICLE 36 - TRANSITIONAL DUTY

Language pulled from Article 30 of the Chicago contracts.

36.1 The Union acknowledges that the Company utilizes a Transitional Duty Policy for the purpose of managing employee on the job injuries. The Company acknowledges the Union's right to grieve the reasonableness of the Company's application of this policy.

- 36.2** The Company agrees to honor an employee's regular shift for transitional duty, the Company will not change an employee's start time without five (5) working days' notice.
- 36.3** Additionally, should an employee on Transitional Duty be assigned to a bargaining unit position, the Company agrees that no such assignment will be made if qualified employees are on layoff. Further, the employee assigned to Transitional Duty shall be paid the appropriate rate based on the classification or their regular rate of pay whichever is higher.
- 36.4** Employees are encouraged to schedule related medical/therapy appointments outside of their scheduled Transitional Duty work hours. On those occasions where employees have medical/therapy appointments that commence two hours or less prior to the end of their Transitional Duty shift will not be required to return to work.
- 36.5** In cases where employees have medical/therapy appointments during their scheduled work hours, they will clock out and, if required to return to work for the remainder of their shift will be given the option of making up those hours missed provided the Company has work available.

ARTICLE 37- ROUTE BIDDING CHICAGO OUTSIDE EMPLOYEES

Language pulled from Article 7 of the Chicago Outside Agreement. Last 2 Paragraphs pulled from Article 37 of Chicago Outside Agreement

When a vacancy for a Route Driver Salesman or Pre-sell Driver/Merchandiser occurs in a distribution center, the senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall have the right to fill such vacancy. The procedure for filling such vacancy will be as follows:

- (1) The Employer will post the initial vacancy promptly for three (3) workdays and will fill the vacancy on the Monday following the close of bidding.
- (2) The successful bidder shall not have the opportunity to bid on another route or position for a twelve (12) month period following his assignment to the vacancy.
- (3) If another route or position becomes open and the senior Route Driver Salesman or Pre-sell Driver/Merchandiser is not eligible to bid on such route or position, the next senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall have the right to fill the vacancy.

Should the senior Route Driver Salesman or Pre-sell Driver/Merchandiser pass up the chance to take an open route or position, the next senior Route Driver Salesman or Pre-sell Driver/Merchandiser shall exercise his preference, and so on until such vacancy is filled. Where the filling of the initial vacancy by the above procedure results in another vacancy for a Route Driver Salesman or Pre-sell Driver/Merchandiser, such vacancy shall also be filled pursuant to the above bidding procedure but thereafter the Employer shall have the right pursuant to Section 6.3 to fill or to eliminate the remaining vacancy. Assignment to the last resulting vacancy, if any, will be given first to Swingmen, and then to Merchandisers in accordance with their length of service in their respective classifications.

A Merchandiser who has a CDL and is otherwise qualified to perform the duties of an Express Driver may bid to become a Swingman on the conventional system. An Express Driver who does not have Route Driver Salesman seniority may bid to become a Swingman on the conventional system.

If the Merchandiser becomes a Route Driver Salesman he will be compensated as a Route Driver Salesman. If the Merchandiser subsequently becomes a Swingman after having been a Route Driver Salesman he will receive the rate of pay for the Swingman position.

If the Express Driver becomes a Route Driver Salesman he will be compensated as a Route Driver Salesman. If the Express Driver subsequently becomes a Swingman after having been a Route Driver Salesman he will receive the rate of pay for the Swingman position.

During each bidding period, if the senior eligible Route Driver Salesman or Pre-sell Driver/Merchandiser is absent, on vacation, or on a medical leave and desires to bid on such vacancy, he may submit a written bid. The Employer will assign such vacancy to such Route Driver Salesman or Pre-sell Driver/Merchandiser so long as the Route Driver Salesman or Pre-sell Driver/Merchandiser can perform as a Route Driver Salesman or Pre-sell Driver/Merchandiser within thirty (30) calendar days after the closing of the bidding period.

In no event shall the guarantees set forth in Article 6 apply to the filling of vacancies.

When a vacancy in the Express Driver classification occurs, it will be posted for three workdays and filled by the following procedure. The selection is by seniority among those bidding within a classification with Route Driver Salesmen having first preference, then Pre-sell Driver/Merchandiser, Swingmen, and Merchandisers.

The successful bidder shall not have the opportunity to bid on another position for a twelve (12) month period following his assignment to the vacancy.

Where the filling of an Express Driver opening causes a vacancy for a Route Driver Salesman, Pre-sell/Tel-sell Driver or a Swingman, it will be filled by the procedure in Article 5. A vacancy caused in any other classification is filled once by the bidding procedure, but other resulting openings thereafter will be filled at the Company's direction.

If Express Driver positions are unfilled after the bidding procedure is completed, the Employer may hire employees for this position from outside applicants.

After the completion of 12 months in the Express Driver Classification, a Route Salesman or Pre-sell Driver/Merchandiser may use his seniority (route sales plus sales delivery) to bid on open commission routes or positions.

D-Bay Drivers Only:

- a) The Company will create territory zones for purposes of managing runs. The zones will be bid on an annual basis. All runs to be posted and bid daily. Drivers will choose runs within the bid zone based on seniority. The maximum allowable time for the daily bid

process, from start to finish, shall be limited to twenty (20) minutes. After twenty (20) minutes, the Company may assign runs.

- b) If there are more Delivery Drivers than there are delivery schedules on any given day, the junior Delivery Driver will drop to the Swing Pool, and shall utilize his seniority to bid from the available work within the Swing Pool (outside Contract positions).

ARTICLE 38- ROUTE BIDDING KANKAKEE OUTSIDE EMPLOYEES

Language pulled from Article 8 of Kankakee Outside Contract

When a vacancy for a Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver occurs the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall have the right to fill such vacancy, providing:

- (1) His present route is earning less per year than the route that becomes open or physical hardship warrants his transfer to a less demanding route. A Driver Salesman or Pre-sell Driver/Merchandiser can bid down once every two (2) years.
- (2) The successful bidder shall not have the right to bid on another route or position for a six (6) month period.
- (3) If another route or position becomes open and the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver is not eligible to bid on such route or position, the next senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall have the right to fill the vacancy.

Should the senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver pass up the chance to take an open route or position, the next senior Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver shall exercise his preference, and so on until such vacancy is filled. Where the filling of the vacancy by the above procedure results in another vacancy for a Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver, such resulting vacancy shall also be filled pursuant to the above procedure but thereafter the Employer shall have the right to fill established routes vacated by successful bidders.

A Merchandiser who has a CDL and is otherwise qualified to perform the duties of an Express Driver may bid to become a Swingman.

An employee filling a vacant route or position pursuant to the procedures set forth in this Article shall be given a trial period not to exceed forty-five (45) days to determine whether or not he is capable of performing the work on such route or position. If an employee is found by the Employer to be unqualified, or if, during the trial period, the employee so requests, he shall be returned to his former route or position if still in existence. Once the employee completes the trial period, the next resulting vacancy will be posted pursuant to the foregoing procedure.

During each bidding period, if the senior eligible Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver is absent, the bidding period will be extended until his return, but in no event more than five (5) workdays after the posting began, unless the Employer and Union agree otherwise.

The last resulting Driver Salesman, Pre-sell Driver/Merchandiser or hourly Express Driver vacancy will be filled by a Swingman who has demonstrated by his ability, experience and job performance (including attendance, safety and conduct record) that he can perform the job. If two or more Swingmen are equally qualified, then seniority shall govern. If the vacancy is not filled by a Swingman it will be filled by a Merchandiser using the same criteria above. All other Sales Department vacancies shall be posted and the vacancy will be filled by a Sales Department employee using the same criteria above. The Company and Union will discuss the selection if the senior qualified Swingman and/or Merchandiser is not offered the job.

ARTICLE 39- Route Adjustment

Language pulled from Article 6 of the Outside Chicago contract.

39.1 General. This article will not apply to route changes made pursuant to Articles 37-38. The Employer shall have the right from time to time to allot to, change, extend or split up the territory of Route Driver Salesmen or Pre-sell Driver/Merchandisers employed or to be employed by it. In such event, the provisions of this Article shall apply. When the Employer decides to cut an existing route, the Employer shall give the Union one (1) week's notice of the intended cut. No Route Driver Salesman or Pre-sell Driver/Merchandisers shall have his assigned route cut if the Route Driver Salesman or Pre-sell Driver/Merchandisers is under a three (3) month guarantee period as a result of a previous cut of such route. It is understood that this Article applies only to Route Driver Salesmen who work in the conventional route distribution system and to Pre-sell Driver/Merchandisers who work in the pre-sell route distribution system.

Contiguous Commission Routes. In the future there will be no split routes wherein the accounts assigned to a route would not be within the allotted contiguous territory of a commission route. However, any present split routes need not be readjusted to conform to the contractual provisions relating to allotted contiguous territories.

39.2 Guarantee. When the Employer shall cut the route of any Route Driver Salesman or Pre-sell Driver/Merchandisers, or apportion any part of his route to any other route, the Route Driver Salesman or Pre-sell Driver/Merchandisers shall continue to receive, as a minimum, base pay and commissions equal to the average base pay and commissions paid on said route the last twenty (20) regular workdays previous to the cut of said route and shall continue to receive the same on any such route for a period of three (3) months that said Route Driver Salesman or Pre-sell Driver/Merchandisers operates the route. It is understood that the plan of payment ceases three (3) months after said route has been cut.

39.3 It is understood no guarantee applies for Route Driver Salesman, and/or Pre-sell Driver/Merchandisers:

- (a) In cases where route adjustments result in simple addition to a route or changes which result in no decrease in commissions, as determined by a comparison generated on the accounts involved during the four (4) full weeks immediately preceding the change.
- (b) The route cut is requested by the Route Driver Salesman or Pre-sell Driver/Merchandisers in writing and a copy of such request is furnished to the Union. The cut shall not take effect until the Union is given an opportunity to examine the facts.
- (c) The route cut is requested by the customer and/or if the route is eliminated. An account is not "cut" from a route and no guarantee shall be paid if the account closes and/or if the nature of the account significantly changes (i.e., the account is converted from a "Mass Merchandiser" to a "SuperCenter").

39.4 Route Elimination. The Employer shall have the right to reduce, extend or discontinue any routes according to the requirements of said Employer's business, except that the Employer shall not discontinue any assigned route on which delivery during the four (4) preceding weeks shall amount to an average of 1,500 or more cases per week in said four (4) week period unless the Employer and the Union agree otherwise. (For purposes of route elimination, each Pre-Mix Tank and Transfer Tank shall be counted as four (4) cases.)

Open routes may be eliminated; the elimination of open routes shall not be used by the Employer as a means of frustrating the bidding procedure set forth in Articles 37-38. Upon completion of the bidding procedures as set forth in Articles 37-38 wherein a route still remains open, the Employer will either eliminate that route or offer to a Route Driver Salesman or Pre-sell Driver/Merchandisers assigned to a comparable type route within the distribution center, the opportunity to be reassigned to such open route. Upon completion of this procedure, the remaining open route may be eliminated.

39.5 Route Driver Salesman and/or Pre-sell Driver/Merchandisers Displacement. In the event of the discontinuance of an assigned route as above, the Route Driver Salesman or Pre-sell Driver/Merchandisers affected shall be given an opportunity to displace the least senior Route Driver Salesman or Pre-sell Driver/Merchandisers on a route with guarantees as set forth in Section 6.2 of this Article, provided he is capable of performing the displaced Route Driver Salesman's or Pre-sell Driver/Merchandisers' work and provided further that he has greater seniority. If no other work is available, that least senior Route Driver Salesman or Pre-sell Driver/Merchandisers shall be given the opportunity to displace the least senior Swingman, provided he has greater seniority. The Swingman so displaced will become a Merchandiser. His seniority among Merchandisers will then be determined by his seniority's relation to that of other Merchandisers.

ARTICLE 40 - Methods of Delivery

Language pulled from Outside Chicago contract (except 40.3)

- 40.1 Single-Man Routes.** The Employer reserves the right to convert any route to routes that will be operated with only a Regular Route Driver Salesman. However, a helper shall assist the driver.
- 40.2 Pepsi Express.** The Employer reserves the right to have an hourly delivery system known as Pepsi Express.
- 40.3 Pre-sell/Tel-sell Delivery.** The Employer reserves the right to have a pre-sell/tel-sell delivery system. A Pre-sell Driver/Merchandiser will deliver product to the accounts and merchandise the accounts. In addition, the Company may use Swingmen, Merchandisers and management employees to perform merchandising in pre-sell/tel-sell accounts. Accounts will not be moved between a conventional route and the pre-sell/tel-sell delivery system on a day-to-day basis.
- 40.4 Direct Deliveries.** The Employer reserves the right to use Express Drivers to deliver product directly to non-merchandiseable accounts, including but not limited to, third party accounts and club/warehouse accounts and to accounts on the Pepsi Express System within the Chicago Division franchise territory.
- 40.5 Change in Distribution.** Should the Company, in its sole discretion, determine that a change in the method of distribution is desirable, the Company shall notify the Union thirty (30) days before such changes are to be made. Such changes shall give the Company the ability to implement a dynamic routing system (i.e., accounts assigned to a non-route-based distribution system.) The Company and the Union shall negotiate the wages and conditions of such changes subject to review under the grievance procedure.
- 40.6** For Kankakee Employees, the following additional provisions shall apply:
- a) The Company will not convert any routes currently on the conventional route distribution system and the pre-sell route distribution system to the next-generation, non-route pre-sell distribution system, discussed during negotiations, prior to September 2003. A Pre-sell Driver/Merchandisers shall be paid in accordance with Appendix A.
 - b) The Employer reserves the right to have a full service delivery system. Full Service Drivers shall be paid in accordance with Appendix A.
 - c) **Direct Deliveries.** The Employer reserves the right to deliver any products, including but not limited to beverage and/or non-beverage products, directly to accounts, including but not limited to, third party accounts and club/warehouse accounts within the Kankakee franchise territory.

ARTICLE 41 - SPECIAL EVENTS EMPLOYEES

Language pulled from Article 11 of the Outside Chicago contract.

- 41.1 Job Definition.** Special Events employees are defined as those full-time employees who deliver and pick up special events equipment, including ice, product and other materials necessary for special events. These employees will also clean and maintain equipment in the plant and perform other duties in connection with special events and special events equipment as directed. Part-time employees usually employed during the summer months and occasional employees hired on a daily basis usually for Saturdays, Sundays and holidays shall not be included in the definition of Special Events Employees for purposes of application of the Collective Bargaining Agreement.
- 41.2 Pay Rate.** Special Events Employees shall receive hourly wages in accordance with Appendix A.
- 41.3 Overtime Computation.** For the purposes of computing overtime, the Special Events Employee's regular hourly rate shall be determined by dividing his total straight-time compensation for any one (1) scheduled workweek, by the number of hours worked by him in that workweek, up to and including forty (40) hours. If the Special Events Employee worked more than forty (40) hours in any one (1) scheduled workweek, he shall then be paid one and one-half (1½) times his hourly rate for all hours worked in excess of forty (40) in the workweek.
- 41.4 Exclusion.** The above provisions regarding scheduled workweeks, pay for Saturdays, Sundays and holidays worked, daily rates and overtime rates shall be governing with respect to Special Events Employees who are hereby excluded from coverage of the provisions contained elsewhere in the Collective Bargaining Agreement on such subjects. The inclusion of Special Events Employees in the Recognition Clause of the Collective Bargaining Agreement is in no way intended to and shall not interfere with the right of the Employer to assign and utilize such men in accordance with its past practice.

ARTICLE 42 – PAYDAY

Language pulled from Article 23 of the Outside Chicago contract.

- 42.1 Weekly Payday.** Payday shall be weekly. The employer will refund monthly to the Driver Salesmen the amounts necessarily spent by them for telephone calls in connection with the Employer's business.
- 42.2** For all regular full-time employees hired on or after April 28, 2002 the Company has the right to directly deposit the employee's compensation in a financial institution of the employee's choice. If the employee does not designate a financial institution within two (2) weeks of starting work, the Company has the right to designate one for the employee.

ARTICLE 43 - Cash Sales and Charge Accounts

Language pulled from Article 24 of the Outside Chicago contract.

- 43.1 Bad Checks.** In the case of bad checks chargeable to the employee, the Employer agrees to wait until the employee collects on the bad checks, leaves the employ of the Employer, or thirty (30) days, whichever is earlier, before charging the amount of the check against the employee. No redeposits are to be made on bad checks. The employee is required to overpay on his check out or days' settlement the amount of such checks the same day he collects thereon. The Employer will continue to assist the employee in collecting on bad checks.
- 43.2 Authorized Checks.** Where the employee is authorized by the Employer to accept a check or checks in lieu of cash for merchandise delivered and sold, said employee shall not be held for the validity, bankability or genuineness of check or checks or for the signatures or endorsements thereon; provided, however, that he shall be responsible for any amount of money over and above the amount of invoice for the merchandise sold. The Employer will determine if any account is an authorized check account within three (3) weeks after a request for authorization is made in writing on forms to be furnished by the Employer. The Employer will mark its approval for account payment by check on the account sheet in the route book. The Employer will review its authorized check accounts not less than once per calendar quarter.
- 43.3 Temporary Charges.** When the Employer authorizes temporary charges, he shall be responsible for same.
- 43.4 Shortages/Overages.** All money shortages and overages and merchandise shortages shall be deducted and/or returned to the employee on no longer than a weekly basis with no carryover.
- 43.5 Counterfeit Currency.** Outside Driver Employees or Driver Trainees who operate routes shall be held accountable for all counterfeit money or currency accepted and turned in by them. Such accountability shall end when a driver's receipts are verified by the Company cashier.

Article 44-CHARGE ACCOUNTS & TELEPHONES

Language pulled from Article 18 of the Outside Kankakee contract.

- 44.1** Whenever there is a charge account sanctioned by the Company, drivers shall not be held responsible for same.
- 44.2** Employees shall be reimbursed by the Company for money spent on telephone calls required by the Company.
- 44.3** The Company may deduct from the pay of an employee his money and/or merchandise shortages. Such deduction shall be made weekly.

ARTICLE 45 - Compliance with Safety and Traffic Laws

Language pulled from the Outside Chicago contract.

- 45.1 Licenses and Overloading.** No employee shall be responsible for the purchase or display of City or State license tags, plates or safety stickers on Company owned vehicles. Overloading of trucks shall be the sole responsibility of the Employer. When an employee is issued a summons or arrested because of faulty equipment, failure to display tags, licenses or safety stickers on Company owned vehicles, overloading or overweight and is thereby required to appear in court on behalf of his Employer, the daily wage guarantee applies. The Company may deduct from the employee's pay any fines incurred by the employee and paid by the Company.
- 45.2 Employee Report.** It shall be the responsibility of each employee driving equipment to promptly report any faulty equipment. The employee is responsible to immediately report any change in his driving status.

ARTICLE 46 - DISTRIBUTION SYSTEM

Language pulled from Article 33 of the Outside Chicago contract.

The Employer shall use its best efforts to maintain its present method of distribution. However, the Employer may change to distributors in order to operate successfully. The Employer shall give the Union advance notice of such a change and if the Union disagrees, it may submit the issue to arbitration under the machinery set forth in Article 24 - Grievance Procedure - by making a written request for arbitration within fifteen (15) days after notice is given. Pending the award of the arbitrator, the change in issue shall not be placed in effect.

ARTICLE 47-Day's Work

Language pulled from Article 12 of the Outside Kankakee contract.

It is further understood and agreed that all employees shall devote their entire time and service to the selling, delivering and/or merchandising of the products of the Company, as required by their job duties within their job classification, at the selling price designated by the Company exclusively within their allotted territory, and shall give constant and regular service as designated by the Company to all customers within the allotted territory. Employees shall be allowed to return to the plant when their routes and/or runs are completely and properly serviced.

Upon returning to the plant or warehouse, all drivers shall be responsible only to:

- (1) Inventory his truck and turn in his inventory sheet to a Company representative.
- (2) Make out his load order for the next scheduled workday, if required.

(3) Check in his day's receipts.

(4) Responsible for removing and reworking their breakage.

(5) Sort and remove empty shells and pallets as required by management.

He shall have no further responsibility as to the unloading of his truck, or the loading for the next scheduled workday.

ARTICLE 48- MAINTENANCE OF BENEFITS

Employees covered by this Agreement receiving wages or conditions over and above those listed in this Agreement shall suffer no economic or other reduction through the signing of this contract. No employee shall receive less than the wages provided for in this Agreement.

ARTICLE 49- TRAINING, EQUIPMENT AND SAFETY

49.1 The Employer shall provide training, at the Employer's expense, to any employee that requests to be trained in a new job classification.

49.2 The Employer shall provide all necessary equipment for employees to perform their duties and shall readily replace all malfunctioning equipment. The Employer shall also provide employees with an Employer paid account for a Chicago Parking Meters phone application.

49.3 The Employer recognizes that the transportation of its products can pose a safety hazard to Drivers and those same hazards can result in the loss of product. Therefore, the Employer shall provide helpers to all employees engaged in the transportation of product at the employees option.

49.4 The Employer shall pay any employee a \$1.00 per hour premium for all time spent training employees. Employees classified as Transport Drivers shall receive \$8.00 per day for each day spent training employees.

49.5 The Employer has the right to require an employee to use their personal vehicle to perform work. If the Employer requires an employee to use his personal vehicle for work the employee will be compensated for mileage at the IRS millage rates for all miles driven, irrespective of the start and end point.

ARTICLE 50 – TERM

This Agreement shall become effective the 29th day of April, 2016 and shall continue in full force and effect through April 28, 2016 and shall continue automatically on an annual basis thereafter unless written notice is given by either party sixty (60) days prior to April 28, 2019 or April 28 of any subsequent year, as the case may be. The Parties shall arrange negotiations as soon as conveniently possible.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures this ____ day of _____, 2016.

FOR THE COMPANY:

FOR THE UNION:

PEPSI BEVERAGES COMPANY

TEAMSTERS LOCAL 727

BY: _____

Michael P. Gilligan
Vice President, Labor Relations

BY: _____

Name:
Title: Secretary - Treasurer

MEMORANDUM OF UNDERSTANDING

The following Memorandum outlines the understanding reached by the parties during the course of negotiations for the establishment of an Employee Relations Committee:

1. The Employee Relations Committee shall meet at least, once each quarter beginning to discuss issues which are of concern to either party. It is understood that grievances will not be discussed during the Employee Relations Committee meetings.
2. The Employee Relations Committee shall not have the authority to alter the terms and conditions of the Labor Agreement between the parties.
3. Management representatives shall consist of the Production and/or Sales Center Manager as appropriate, Department Managers, the Labor Relations Specialist, and/or the Human Resources.
4. Union representatives shall consist of the Business Agent and Stewards as designated by the Business Agent. Bargaining Unit employees shall be compensated for regular straight time wages lost while attending an Employee Relations meeting.
5. One week prior to a scheduled meeting each party shall submit agenda items to the other party.
6. By mutual agreement, the parties may meet prior to and/or cancel the quarter meeting.

IN WITNESS HEREOF, the parties hereby set their respective signature this ____ day of _____, 2016.

PEPSICO

TEAMSTERS LOCAL UNION NO. 727,
Affiliated with the International Brotherhood
of Teamsters

By:

By:

LETTER OF UNDERSTANDING - NEW TECHNOLOGY
Outside Employees, Chicago location

In the event information which could lead to discipline or discharge is obtained through the use of GPS technology or "new" technology, the Company will conduct an investigation into the information to determine its validity, and make an appropriate decision at that point in time. Depending on the circumstances of an incident, the Company's investigation may include such things as time and attendance records, interviews with employees, managers, and/or customers, review of company records, etc. In any event, the Company will not rely solely on the GPS record for discipline.

APPENDIX A

Production Department	4/29/16	4/29/17	4/29/18
Production Machine Operator A (\$20.55)	\$22.61	\$24.87	\$27.35
Production Machine Operator B (\$20.15)	\$22.17	\$24.38	\$26.82
CO2 Filler Operator (\$19.90)	\$21.89	\$24.08	\$26.49
Syrup Batcher (\$20.85)	\$22.94	\$25.23	\$27.75
Sanitizer (\$20.05)	\$22.06	\$24.26	\$26.69
Greaser/Oiler (\$20.00)	\$22.00	\$24.20	\$26.62
Scrubber/Operator (\$20.05)	\$22.06	\$24.26	\$26.69
Warehouse Department	4/29/16	4/29/17	4/29/18
Warehouse General Plant (Warehousemen) (\$19.92)	\$21.91	\$24.10	\$26.51
Lift Truck Operator (\$20.05)	\$22.06	\$24.26	\$26.69
Truck Hiker (\$20.35)	\$24.70	\$27.17	\$29.89
Repack (\$16.20)	\$17.82	\$19.60	\$21.56
Layer Operator	\$22.56	\$24.82	\$27.30
Scrubber/Operator	\$22.56	\$24.82	\$27.30
MM Department	4/29/16	4/29/17	4/29/18
General Labor (\$16.05)	\$17.66	\$19.42	\$21.36
Shop Serviceman (\$19.55)	\$21.51	\$23.66	\$26.02
Field Service Tech (\$22.40)	\$24.64	\$27.10	\$29.81
Merchandisers	4/29/16	4/29/17	4/29/18
Merchandiser (hired prior to 4/30/90) (\$17.85)	\$21.00	\$23.10	\$25.41
Merchandiser (with Class A CDL) (\$17.85)	\$21.00	\$23.10	\$25.41
Merchandiser (\$17.10)	\$20.00	\$22.00	\$24.20
Drivers	4/29/16	4/29/17	4/29/18
Express Driver (\$22.45)	\$24.70	\$27.17	\$29.89
Food Service Express Driver (\$22.46)	\$24.71	\$27.18	\$29.89
Swingmen (\$17.85)	\$19.64	\$21.60	\$23.76
On-Premise Utility Driver (\$20.05)	\$22.06	\$24.26	\$26.69
D-Bay	\$35.00	\$38.50	\$42.35
Pre-Sell Driver/Merchandiser	\$35.00	\$38.50	\$42.35
Full Service Drivers	\$21.00	\$23.10	\$25.41
Relief Driver Trainer	\$38.50	\$42.35	\$46.59
Express Driver Trainer	\$25.70	\$28.27	\$31.10
Regular Route Driver Salesman	\$35.00	\$38.50	\$42.35
Special Events Employees (\$84.10)	OPEN		

Transport Drivers	4/29/16		4/29/17		4/29/18	
Mileage Band	Mileage Rate	Run Rate	Mileage Rate	Run Rate	Mileage Rate	Run Rate
Band 1	\$1.17	\$14.58	\$1.28	\$16.03	\$1.41	\$17.64
Band 2	\$0.88	\$14.58	\$0.97	\$16.03	\$1.06	\$17.64
Band 3	\$0.75	\$14.58	\$0.82	\$16.03	\$0.91	\$17.64

APPENDIX B

**DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM**

I. CONFIDENTIALITY

Confidentiality will be maintained throughout the drug and alcohol screening process. The Employer will maintain records in a manner so that disclosure of information to unauthorized persons does not occur. Additionally, the specimen collection site, testing laboratory, medical review officer ("MRO"), and breath alcohol technician ("BAT") will be held to strict confidentiality requirements including the following:

- The testing laboratory: shall maintain employee test records in confidence; shall ensure the security of data transmission and limit access to any data transmission, storage, and retrieval system; will report individual drug test results only to the employee tested, the employer, the designated MRO, or the decisionmaker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test, shall retain all records pertaining to a given urine specimen for a minimum of two (2) years.
- The MRO and BAT will report individual test results only to: the employee tested; and the management official of the Employer (or the official's designated agent) empowered to recommend or take administrative action.

The Employer will release individual test results to the employee's Union representative upon a request by the employee. The Employer will not release individual test results to any other party absent a specific written consent of the employee tested authorizing such release to a specifically identified person(s) except as follows:

- To the decisionmaker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee tested and arising from a test administered under this policy.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Employer shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

II. PROVISIONS FOR DRUG AND ALCOHOL TESTING

A. General Conditions

1. Persons Subject to Testing

The following persons will be subject to drug and alcohol testing pursuant

to the terms of this policy:

- All full-time and part-time employees of the Employer.

2. Drug Rule

All persons covered by this policy are prohibited from the use or possession of a controlled substance from the time an employee reports for work until the conclusion of the employee's workday or reporting for work in an impaired condition due to the use of the same is prohibited.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on Employer property by any person at any time also is prohibited.

3. Alcohol Rule – Required Hours of Compliance

a. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.08 or greater.

b. On Duty Use

All persons covered by this policy are prohibited from using alcohol while on duty.

B. Detection

1. Circumstances for Testing

Reasonable Suspicion

All employees covered by this policy will be required to submit to drug and alcohol tests when the Employer has reasonable suspicion that the employee has used a prohibited drug or has misused alcohol while the employee is on Employer property or during the employee's tour of duty which is contrary to the terms of this policy. Such request will be based on observations of the employee's appearance, behavior, speech, or body odor as witnessed and documented on a Condition of Employee Report by at least one (1) trained non-bargaining unit management or supervisory employee.

III. METHODOLOGY

A. Drug Testing Procedures

1. Collection Site Requirements

All urine specimens will be collected at collection sites designated by the Employer under the supervision of trained, qualified medical/technical personnel. The restricted collection sites will be secured when not in use and visually inspected by collection site personnel prior to specimen collection to ensure that unauthorized persons are not present and that there are no unobserved entrance points. The site will provide a privacy enclosure for urination, a toilet, a clean writing surface, and a water source for hand washing. All water sources will be protected against attempts to adulterate the sample by use of a blueing agent or physical barrier.

Collection site personnel are responsible for the integrity of the specimen collection and transfer process and for ensuring the dignity and privacy of the donor. All collection site personnel will be trained to prepare the collection site, collect specimens, examine specimens for tampering or adulteration, observe collections, split and properly label specimens, and preserve the chain of custody of specimens.

At no time will any supervisor of the employee serve as the collection site person for a urine test.

The following supplies will be used at each collection site:

- Single-use collection cups;
- Single-use specimen bottles;
- Single-use temperature measurement devices;
- Urine custody and control forms;
- Tamperproof sealing system;
- Shipping containers;
- Writing instruments (suitable for making permanent markings);
and
- Written instructions (for collection site personnel and employees subject to testing).

2. Collection Procedures

Procedures for collecting urine specimens shall allow individual privacy.

Only facilities properly licensed for drug testing will be used.

All drug testing implemented by the Employer will be completed in a laboratory certified by the U.S. Department of Health and Human Services ("DHHS"). The laboratory will use an immunoassay technique to screen urine specimens for specific drugs. If any prohibited drug registers above the cutoff level in the immunoassay screen ("EMIT"), an aliquot of the same specimen will be confirmed by using gas chromatography/mass spectrometry ("GC/MS").

All drug testing will be performed to detect for the presence of the following five (5) substances: marijuana; cocaine; opiates; phencyclidine; and amphetamines. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Drug	Cutoff Levels (ng/ml)
Marijuana metabolites	50
Cocaine metabolites	300
Opiate	2,000
Phencyclidine	25
Amphetamines	1,000

Long-term frozen storage (-20 degrees C. or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. All confirmed positive specimens will be retained by the laboratory in their original labeled specimen bottles for a minimum of one year in properly secured long-term frozen storage. Within this one year period, the Employer may request the laboratory to retain the specimen for an additional period of time. If no such request is received, the laboratory may discard the specimen after the end of one year, except that the laboratory shall maintain any specimen known to be under legal challenge for an indefinite period.

3. Review by Medical Review Officer ("MRO")

All drug testing laboratory results will be reviewed by a qualified medical review officer ("MRO") designated by the Employer to verify and validate the test results. The MRO will conduct an administrative review of the control and custody form to insure its accuracy. The MRO also will review and interpret an

individual's confirmed positive test by: reviewing the individual's medical history; affording the individual an opportunity to discuss the test result; and deciding whether there is a legitimate medical explanation for the result. The MRO may request a second analysis of the original specimen, if appropriate.

4. Notification of Test Results and Split Sampling

Prior to making a final decision to verify a positive test result, the MRO shall contact the employee directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. The MRO also will notify the employee of his/her right to request, within seventy-two (72) hours, testing of the split specimen and direct, in writing, the laboratory to ship the split specimen to another DHHS-certified laboratory for analysis. If the split specimen does not confirm the laboratory results of the initial verified positive result, or if the split sample is unavailable or inadequate for testing, the MRO will cancel the test and so report to the Union, the Employer, and the employee the reason(s). If the employee with a verified positive test fails to request a test of the split specimen within seventy-two (72) hours, the MRO must review any information presented by the employee to substantiate this lapse and determine if a legitimate explanation exists to request the test on the split specimen.

If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the individual directly, the MRO will contact a designated Employer representative who will direct the employee to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Employer representative is unable to contact the employee, the Employer may place the employee on temporary unqualified status or medical leave. Additionally, the MRO may verify the test as positive if neither the MRO nor the designated Employer representative, after making all reasonable efforts, has been able to contact the employee within fourteen (14) days of the date on which the MRO receives the confirmed positive test result from the laboratory.

The MRO shall report whether the test is positive or negative to the person(s) designated by the Employer and may report the drug(s) for which there was a positive test. The MRO may request from the laboratory, and the laboratory shall provide, quantitation of test results. The MRO shall not disclose the quantitation of a positive test result to the Employer, except that the MRO may reveal the quantitation of a positive test result to the Employer, the employee, or the decisionmaker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee and arising from a verified positive drug test. Reporting of a verified positive result or taking action required as a result of a positive drug test will not be delayed pending split sampling analysis. The MRO will maintain all necessary records and send test results reports to the Employer designate representative.

5. Blind Sample Testing

The Employer will use blind testing procedures for quality control of tests. The Employer will submit three blind performance test specimens for each one hundred (100) employee specimens it submits, up to a maximum of one hundred (100) blind performance test specimens submitted per quarter. The specimens will be procured from a DHHS-certified specimen vendor. Should a false positive error occur on a blind performance test specimen and the error is determined to be an administrative error, the Employer will promptly require the laboratory to take corrective action to minimize the occurrence of the particular error in the future and, if there is reason to believe the error could have been systemic the Employer must also require review and reanalysis of previously run specimens. Should a false positive error occur on a blind performance test specimen and the error is determined to be a technical or methodological error, the Employer will instruct the laboratory to submit all quality control data from the batch of specimens which included the false positive specimen. In addition, the laboratory will retest all specimens analyzed positive for that drug or metabolite from the time of final resolution of the error back to the time of the last satisfactory performance test cycle.

B. Alcohol Testing Procedures

1. Collection Site Requirements

All breath alcohol tests will be administered at testing sites designated by the Employer under the supervision of trained, qualified personnel. The secure, restricted collection site will provide privacy for the individual being tested.

The breath specimen will be collected through the use of an evidential breath testing device ("EBT") approved by the National Highway Traffic Safety Administration ("NHTSA") and performed by a breath alcohol technician ("BAT") proficient in the use of the EBT device.

For confirmation tests, the EBT will print triplicate results, assign unique and sequential test numbers, and print on each copy of the result the manufacturer's name for the device, the device serial number, and the time of the test. For screening tests, a logbook will be used in conjunction with any EBT that does not meet the above requirements. A separate logbook will be used for each EBT device to record the test number, date of test, name of BAT, location of the test, quantified test result, and initials of the employee taking each test.

2. Breath Testing Procedures

The employee's identification will be verified through the presentation of an Employer employee identification card, driver's license, or verification by

Employer supervisory personnel. Screening will not proceed if identification cannot be verified.

The BAT will explain the testing procedures to the employee and the employee and the BAT will complete, date, and sign the breath alcohol testing form indicating the employee is present and providing a breath specimen. Identical copies of the completed form will be distributed to the BAT, the employee, and the Employer. The test shall be invalid if the BAT does not sign the form.

The BAT will open an individually sealed, disposable EBT device mouthpiece in view of the employee and attach it to the device. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds (or until an adequate amount of breath has been obtained) and show the employee the result obtained. If the result of the screening test shows an alcohol concentration of less than 0.08, the test will be reported as a negative test and no further testing is required. The employee may return to his/her position.

If the employee attempts and fails to provide an adequate amount of breath, the BAT shall again instruct the employee to provide an adequate amount of breath. If the employee refuses to make the attempt, the BAT shall immediately inform the designated Employer representative(s).

If the result of the screening test shows an alcohol concentration of 0.08 or greater, a confirmation test will be performed. The confirmation test will be conducted at least fifteen (15) minutes, but not more than thirty (30) minutes, after the completion of the initial screening test. If a BAT other than the one who conducted the screening test conducts the confirmation test, the new BAT shall initiate a new breath alcohol testing form. The BAT will inform the employee of the need to conduct a confirmation test and that the employee must remain at the testing site until the confirmation test is completed. The BAT shall instruct the employee not to eat, drink, put any object or substance in his/her mouth, and, to the extent possible, belch during the waiting period before the confirmation test. The BAT also shall explain to the employee the reason for the waiting period (i.e. to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the employee's benefit. The BAT also shall explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. The employee will be provided a secure, restricted waiting area where he/she cannot be observed.

Before the confirmation test is administered, the BAT will conduct an airblank on the EBT device. Up to two airblanks can be taken to get a reading not greater than 0.00. Before the confirmation test is administered, the BAT shall ensure that he/she and the employee read the sequential test number displayed by the EBT. The confirmation test will be conducted using the same procedures as the screening test. A new EBT device mouthpiece will be used. The employee

shall be provided with a copy of the printout of the confirmation test and permitted to view the visual readout.

If the initial and confirmation test results are not identical, the confirmation test result is deemed to be the final result. If the result displayed on the EBT device is not the same as that on the printed form produced by the EBT device, the test will be cancelled and the EBT device removed from service. The BAT will sign and date the form and the employee will sign and date the certification statement which includes a notice that the employee will not be allowed to perform duties or operate a motor vehicle if the results are 0.08 or greater. The test shall be invalid if the BAT does not sign the form. The BAT will attach the alcohol test result printout directly onto the alcohol collection form with tamperproof tape. The test shall be invalid if the BAT fails to note on the remarks section of the form that the employee has failed or refused to sign the form following the recording or printing on or attachment to the form of the test result.

If a screening or confirmation test cannot be completed, the BAT will, if practicable, begin a new test using a new alcohol testing form with a new sequential test number. If the employee refuses to complete and sign the breath alcohol testing form, provide breath, provide an adequate amount of breath, or otherwise fails to cooperate or comply with the testing process in a way that prevents the completion of the test, this shall be noted by the BAT in the remarks section of the form, the test shall be terminated, and the designated Employer representative(s) shall be notified immediately.

In the event that the next calibration check of an EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard, every test result of 0.08 or greater obtained on the device since the last valid external calibration check shall be invalid.

3. Notification of Test Results

The BAT will confidentially transmit all results of alcohol testing to the Employer's designated representative. If an individual must be removed from duty, the BAT will notify the person(s) designated by the Employer immediately.

4. Positive Test Results at Designated Threshold Levels

In the event of a positive test result of 0.08 or greater, the employee shall not be permitted to perform or to continue to perform functions for at least eight (8) hours following the administration of the test unless a retest, conducted at the Employer's option, shows an alcohol concentration of less than 0.08.

C. Consequences of Positive Test for Employees

The Employer may suspend any employee who has a verified positive drug test result or a breath alcohol concentration of 0.08 or greater until the employee undergoes evaluation and completes treatment if required. Prior to the return from a suspension, the Employer may retest the employee. In addition, if treatment has been required for the employee, the Employer may require certification that the treatment has been completed. The Employer may terminate an employee after two (2) separate instances of verified positive drug test results or breath alcohol concentrations of 0.08 or greater.

D. Union Involvement

If the Employer orders an employee to submit to a drug and/or alcohol test:

- The Employer shall make a good faith effort to allow the employee being ordered to submit to the test to have the opportunity to consult with a Union representative before submitting to the test, provided, however, that the failure of the Union representative to be present within one (1) hour after notification to the Union in accordance with the procedure set forth below shall in no way affect the requirement of submission to the test.

The Employer shall notify the Union of the results of any alcohol test within forty eight (48) hours after the employee has submitted to the test and/or within forty eight (48) hours after the MRO has verified a positive drug test result with the employee. The Employer shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by the Employer.

If the results of a drug test show the presence of any controlled substance, the employee shall have the right to request the preserved urine sample or an aliquot portion of the sample to be sent for testing to another DHHS-certified laboratory for analysis within seventy two (72) hours of notification by the MRO to the employee of the positive test. All costs associated with the storage of the second sample and with the separation of the aliquot portion shall be borne by the employee.

E. Consequences of Negative Test for Employees

If the analysis of the employee's urine and/or breath specimen procured in connection with a drug or alcohol test establishes that the specimen is negative for the presence of controlled substances the employee shall be compensated for all time lost from work directly attributable to the order to take the test. Additionally, the employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all hours or portions thereof in excess of his scheduled work day that the employee is involved in activities directly attributable to the order to take the test.

Any employee who tests positive for drugs and/or alcohol, refuses to submit to a drug or alcohol test administered under this policy, refuses to complete and sign the requisite testing forms, or otherwise fails to cooperate with the testing process in a way that prevents the completion of a test will not be allowed to perform or to continue to perform any function.

IV. INABILITY TO PROVIDE ADEQUATE AMOUNT OF URINE SPECIMEN OR BREATH

Any applicant or employee who is unable to provide an adequate amount of urine specimen for drug testing will be directed to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to four (4) hours, or until the employee has provided a new urine specimen, whichever occurs first. If the employee refuses to drink fluids as directed or to provide a new urine specimen, the collection site person shall terminate the collection after four (4) hours and the employee shall be considered to have refused to submit to testing.

An employee who is unable to provide a sufficient urine specimen for drug testing and/or an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician concerning the employee's medical ability to provide an adequate amount of urine and/or breath. If the physician determines, in his/her reasonable medical judgment, that a medical condition has or, with a high degree or probability, could have precluded the employee from providing an adequate amount of urine and/or breath, the employee's failure to do so will not be regarded as a refusal to take the test. If the physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate amount of urine and/or breath will be regarded as a refusal to take the test. In either event, the physician shall provide to the MRO a brief written statement setting forth his/her conclusion and the basis for it (which shall not include detailed information on the medical condition of the employee). Upon receipt of this statement, the MRO shall report his/her conclusions to the Employer in writing.

V. GRIEVANCE-ARBITRATION PROCEDURE

Any dispute concerning this policy shall be subject to the parties' grievance-arbitration procedures contained in their collective bargaining agreement.

TERMS AND DEFINITIONS

Air Blank	A reading by an EBT of ambient air containing no alcohol.
Alcohol	The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol.
Alcohol Concentration	The alcohol is a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test.
Alcohol Use	The consumption of any beverage, mixture, or preparation containing alcohol.
Aliquot	A portion of a specimen used for testing.
Blind Sample or Blind Performance Test Specimen	A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific drugs or which is blank, containing no drugs.
Breath Alcohol Technician (BAT)	An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
Cancelled or Invalid Test	In drug testing, a drug test that has been declared invalid by a Medical Review Officer. A cancelled test is neither a positive nor a negative test. A sample that has been rejected for testing by a laboratory is treated the same as a cancelled test. In alcohol testing, a test that is deemed to be invalid is neither a positive nor a negative test.
Collection Container	A container into which the employee urinates to provide the urine sample used for a drug test.
Collection Site	A place designated by the Employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
Collection Site Person	A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

**Confirmation (or
Confirmatory Test)**

In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. (Gas chromatography/ mass spectrometry [GC/MS] is the only authorized method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test, following a screening test with a result of 0.08 or greater, that provides quantitative data of alcohol concentration.

Contractor

A person or organization that provides a service for the Employer consistent with a specific understanding or arrangement. The understanding can be a written contract or an informal arrangement that reflects an ongoing relationship between the parties.

Controlled Substance

The substances defined and included in the Schedules of Article II of the Illinois Controlled Substances Act, 720 ILCS 570/201 et seq.

DHHS

The U.S. Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.

Drug Metabolite

The specific substance produced when the human body metabolizes a given prohibited drug as it passes through the body and is excreted in urine.

Drug Test

The laboratory analysis of a urine specimen collected in accordance with regulations promulgated by the DOT and analyzed in a DHHS-approved laboratory.

**Evidential Breath Testing Device
(EBT)**

An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

Medical Review Officer (MRO)

A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant

Pass a Drug Test	<p>biomedical information.</p> <p>An individual passes a drug test when a Medical Review Officer determines, in accordance with procedures hereby established, that the results of the test:</p> <ul style="list-style-type: none"> • Showed no evidence or insufficient evidence of a prohibited drug or drug metabolite • Showed evidence of a prohibited drug or drug metabolite for which there was a legitimate medical explanation • Were scientifically insufficient to warrant further action • Were suspect because of irregularities in the administration of the test, or observation, or custody and control procedures
Prescribed Drug	<p>Any controlled substance or narcotic prescribed by a qualified, licensed health provider.</p>
Screening Test (or Initial Test)	<p>In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.</p>
Shipping Container	<p>A container capable of being secured with a tamper-evident seal that is used to transfer one or more urine specimen bottle(s) and associated documentation from the collection site to the laboratory.</p>
Specimen Bottle	<p>The bottle that, after being labeled and sealed, is used to transmit a urine sample to the laboratory.</p>
Split Specimen	<p>An additional specimen collected with the original specimen to be tested in the event the original specimen tests positive.</p>
Verified Negative (drug test result)	<p>A drug test result reviewed by an MRO and determined to have no evidence of prohibited drug use.</p>
Verified Positive (drug test result)	<p>A drug test result reviewed by an MRO and determined to have evidence of prohibited drug use.</p>